



## MEMORANDUM

**FROM:** Carrie A. Swain, Clerk  
Board of Education

**DATE:** May 31, 2022

**TO:** Michael J. Dalton, City Clerk

**SUBJECT:** Notice of Workshop/Committee Meetings, Thursday, June 2, 2022,  
5:30 p.m., Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, June 2, 2022, 5:30 p.m., Waterbury Arts Magnet School, Cafe, 16 South Elm Street, Waterbury, Connecticut.

### AGENDA

#### SILENT PRAYER

#### PLEDGE ALLEGIANCE TO THE FLAG

#### PUBLIC SPEAKING

1. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with Community Health Center, Inc. to provide medical and behavioral health advisory services – A. McGuckin.
2. Committee on Finance/2 minutes ~ Request approval to participate in the Healthy Food Certification Program per CGS 10-215f – L. Franzese.
3. Committee on Finance/2 minutes ~ Request approval of the food and beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q – L. Franzese.
4. Committee of the Whole/10 minutes ~ Operations Department Update 2021/22 - R. Maghfour, et al.
5. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with Positive Coaching Alliance to provide Leadership Support for Accelerating Learning – J. Gorman, D. Schwartz.
6. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with The Greater Waterbury YMCA for Discounted YMCA Memberships for WPS Student Enrichment Project – H. Maxson, D. Schwartz.
7. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with The Boys & Girls Club of Greater Waterbury, Inc. for After-School Club Memberships for WPS Student Enrichment Project – H. Maxson, D. Schwartz.
8. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with Shakespearience Productions, Inc. for Shakespearience Community Enrichment Program for WPS Student Enrichment Project – H. Maxson, D. Schwartz.
9. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with The Palace Theater Group, Inc. for Arts and Career-Based Educational Program for WPS Student Enrichment Project – H. Maxson, D. Schwartz.
10. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with The Mattatuck Historical Society for Mattatuck Museum Programs for WPS Student Enrichment Project – H. Maxson, D. Schwartz.



11. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with Torsh Inc. to provide an online comprehensive professional development platform – K. Pisano, D. Schwartz.
12. Committee on Finance/5 minutes ~ Request approval an Affiliation Agreement with The University of Connecticut for a Teacher Education/Residency Program – J. Mendoza.
13. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with Silver, Petrucelli & Associates for Architectural and Engineering Design for roof replacements at various schools – R. Maghfour.
14. Committee on Finance/5 minutes ~ Request approval a Professional Services Agreement with Friar Architecture, Inc. for Architectural and Engineering Design for assessment and upgrades to existing auditoriums at various schools – R. Maghfour.
15. Committee on Finance/5 minutes ~ Request approval a Master Professional Services Agreement with the following for school building HVAC and mechanical solutions assessment, design and engineering services – R. Maghfour:
  - a) Silver, Petrucelli & Associates, Inc.
  - b) The Jaed Corporation D/B/A StudioJAED.
  - c) EdM Architecture & Engineering, PC.
  - d) BL Companies Connecticut, Inc.
16. Committee on Finance/5 minutes:
  - a) ARP/ESSER Update – D. Biolo.
  - b) FYI: April 2022 Monthly Expenditure Report – D. Biolo.
17. Committee on Policy & Legislation/10 minutes:
  - a) Request approval of new policy 6141.51 – Advanced Courses or Programs, Eligibility Criteria for Enrollment, as required by PA 21-199 Section 3.
  - b) Request approval of new policy 6141.52 – Challenging Curriculum Policy, as required by PA 21-99 Section 5.
  - c) Request approval of new policy 6148 – FAFSA Completion Program Policy, as required by PA 21-99 Sections 6, 7, & 8.
  - d) Request approval of new policy 6172.1 – Gifted and Talented Students, as required by PA 21-99 Section 2.
18. Superintendent's Update ~ Dr. Ruffin.
  - a) Waterbury Summer Experiences 2022 – M. Brown, J. Gopie, J. Johnson.
  - b) WaterburyU – C. Carpentieri.
  - c) Request approval of the new position of Assistant Pupil Transportation Coordinator - J. Mendoza.
  - d) FYI – new position of School Security Coordinator – J. Mendoza.
  - e) FYI – new position of Custodian-Stockroom Clerk – J. Mendoza.
  - f) FYI – new position of Cultural Coordinator – J. Mendoza.
19. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – R. Maghfour.
20. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.
21. Superintendent's Notification to the Board/5 minutes:
  - a. Athletic appointments:  
Rousseau, Jonas – WCA Head Football Coach, effective 08/15/22.
  - b. Summer Science Curriculum Committee appointments:

Carpenter, Sarah	Clark, Meredith	Davitt-Wells, Robin
Kilpatrick, Sean	Lestage, Jaclyn	Mahan, Jill
Ortiz, Alyson	Pedalino, Rachel	Quattro, Marissa
Stowe, Eileen	Thomas, Laura	



c. Modern Classrooms Project Trainee Program Teacher appointments:

Brown, Cara	Carpenter, Sarah
Chiucarello, Lindsay	Donohue, Kelly
Fleming, Sonya	Holden, Kimberley
Mikael-Chartouni, Tagrid	Minton, Anna

d. Miscellaneous appointments:

Gwiazdoski, Paul – Summer Transition Coordinator, CHS.

e. Wilby High School 9<sup>th</sup> Grade Curriculum Writing Committee appointments:

Jon Carroll    Marissa DiCarlo    Shelly Kemp    Erica McCarthy    Kayla Shandra

f. Wilby High School Summer Transition Program appointments:

*WHS Recuperative Academy, July 5- July 29, 2022, Mon. thru Thur. 8 AM to 12 PM*

Basil	David	Coordinator	Recuperative Acad.
Bradshaw	PeterJohn	Behavior Technician	Recuperative Acad.
Byrd	Diana	Elective teacher	Recuperative Acad.
DiCarlo	Marissa	Social Studies teacher	Recuperative Acad.
Joseph-Ervin	Renee	Behavior Technician	Recuperative Acad.
Marold	Rebecca	Behavior Technician	Recuperative Acad.
McCarthy	Erica	Social Studies teacher	Recuperative Acad.
Parker	Devonne	Special Education	Recuperative Acad.
Porco	Abigail	Math teacher	Recuperative Acad.

*WHS Bridge Program, Mon. thru Fri. 8AM- 12PM*

Correa	Jennifer	Science Teacher	Bridge Program
Franks-Blanchard	Lauren	Coordinator	Bridge Program
Jusino	Jillian	Math Teacher	Bridge Program
Marshall	Kalen	Behavior Technician	Bridge Program
McLellan-Kelly	Wendy	Guidance Counselor	Bridge Program
Morrow	Olivia	Elective Teacher	Bridge Program
Valletta	Marnie	English/Journalism Teacher	Bridge Program

g. Extended Academic Support (EAS)/Summer School Non-WTA/External appointments:

Name	<u>Position</u>	<u>Location</u>
Cordero, Jose	Teacher	WSMS
Jimenez, Tania	Teacher	Gilmartin
Smith, Alison	Teacher	Gilmartin
Sterling, Lorraine	Teacher	WSMS
Zegzdryn, Dena	Teacher	Carrington

h. Extended School Year (ESY) appointments:

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Location for ESY</u>
Alvarez	Gerardo	SPED Teacher	TBD
Bleau	Lisa	SPED Teacher	BDLC NEMS/Wilby
Boampong	Christine	SPED Teacher	Pre-Kindergarten Bucks Hill Annex
Boll	Deana	SPED Teacher	CBT
Davis Jenkins	Tanya	SPED Teacher	TBD
Delano	Teresa	SPED Teacher	CBT
Felton	Margaret	SPED Teacher	Elementary SCOPE
Garcia	Jesse	SPED Teacher	TBD
Grendzinski	Katie	SPED Teacher	TBD
Grossman	Melissa	SPED Teacher	TBD
Guerrier	Joanne	SPED Teacher	TBD
Hage	George	SPED Teacher	TBD
Hart	Rebecca	SPED Teacher	ABA Autism
Hartley	Jessica	SPED Teacher	TBD
Hulteen	Lisa	SPED Teacher	ABA Autism
Jasiulevicius	Margaret	SPED Teacher	TBD
Laurent	Janine	SPED Teacher	TBD



Liu	Yee	SPED Teacher	ABA Autism
Mancini	Laure-Lyne	SPED Teacher	Pre-Kindergarten
Marchetti	Michele	SPED Teacher	TBD
McCusick	Kirstin	SPED Teacher	ABA Autism
Moeller	Lindsey	SPED Teacher	TBD
Murphy	Amy	SPED Teacher	Bucks Hill Annex PreK
Parker	Devonne	SPED Teacher	TBD
Piccolo	Carla	SPED Teacher	Wilby Autism
Roy	Brittany	SPED Teacher	TBD
Schaefer	Courtney	SPED Teacher	TBD
Silver	Sarah	SPED Teacher	TBD
Sylvester	Christiana	SPED Teacher	Bucks Hill Annex PreK
Teal	Amanda	SPED Teacher	TBD
Bandurski	Andrew	Social Worker	NEMS/Wilby
Lehane	Danielle	Social Worker	TBD
Morales	Elizabeth	Social Worker	TBD
Romano	Lisa	Social Worker	Out of District-Central Office
Lanter	Elizabeth	Speech/Language Pathologist	Districtwide
Masayda	Rebecca	Speech/Language Pathologist	Districtwide
Daly	Terri	SPED Teacher	Office of Early Childhood Evaluation Team
Fay	Heidi	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Hubbard	Medelise	SPED Teacher	Office of Early Childhood Evaluation Team
Murphy	Jame	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Rupe	Michelle	SPED Teacher	Office of Early Childhood Evaluation Team
Krampitz	Paula	School Psychologist	Districtwide Eval. Team
Lowe	Karen	School Psychologist	Districtwide Eval. Team
Manforte	Cara	SPED Teacher	Districtwide Eval. Team
Schuck	Yechezkel	School Psychologist	Districtwide Eval. Team
Alonso	Miriam	Paraprofessional	TBD
Alvarez	Isory	Paraprofessional	TBD
Andrikis	Robin	Paraprofessional	TBD
Bermudez Rivera	Jarielitza	Paraprofessional	TBD
Biolo	Judy	Paraprofessional	TBD
Bouley	Allyssa	Paraprofessional	TBD
Canfield	Kelley	Paraprofessional	TBD
Cianciolo	Ann	Paraprofessional	TBD
Cipriano	Lisa	Paraprofessional	TBD
Cocchiola	Kaitlyn	Paraprofessional	TBD
Colangelo	Sharon	Paraprofessional	TBD
Correa	Marlene	Paraprofessional	TBD
Cruz	Yailene	Paraprofessional	TBD
Del Moral	Denise	Paraprofessional	TBD
Dickson	Sandra	Paraprofessional	TBD
Dowdell	Angelia	Paraprofessional	TBD
Dunlap	Laura	Paraprofessional	TBD
Falzarano	Kathleen	Paraprofessional	TBD
Farina	Cheryl	Paraprofessional	TBD
Ferrucci	Michele	Paraprofessional	TBD
Field	Regina	Paraprofessional	TBD
Geary	Julie	Paraprofessional	TBD
Gizzie	Debora	Paraprofessional	TBD
Guerrera	Marnie	Paraprofessional	TBD



Gyampo	Abigail	Paraprofessional	TBD
Hardy	Paula	Paraprofessional	TBD
Hendrickson	Ronda	Paraprofessional	TBD
Hudson	Giovanna	Paraprofessional	TBD
Jameson	Sheri	Paraprofessional	TBD
Janatiss	Sherrie	Paraprofessional	TBD
Johnson	Joy	Paraprofessional	TBD
Johnson	Ferba	Paraprofessional	TBD
Kasidas	Karrie	Paraprofessional	TBD
Kowal	Michelle	Paraprofessional	TBD
Kukaj	Falik	Paraprofessional	TBD
Lafountain	Amy	Paraprofessional	TBD
Lamb	Rachel	Paraprofessional	TBD
Levett	Latanya	Paraprofessional	TBD
Lopez	Marlene	Paraprofessional	TBD
Martinez	Joseph	Paraprofessional	TBD
Minnis	Natasha	Paraprofessional	TBD
Mullen-Ginyard	Vickie	Paraprofessional	TBD
Nestor	Tadiya	Paraprofessional	TBD
Orsatti	Donna	Paraprofessional	TBD
Painter	Cynthia	Paraprofessional	TBD
Parker	Breacya	Paraprofessional	TBD
Passmore	Kim	Paraprofessional	TBD
Pauleus	Lynthaina	Paraprofessional	TBD
Perez	Oscar	Paraprofessional	TBD
Phelan	John	Paraprofessional	TBD
Quinn	Zelia	Paraprofessional	TBD
Rek	Veronica	Paraprofessional	TBD
Rodriguez	Jessica	Paraprofessional	TBD
Santiago	Maritza	Paraprofessional	TBD
Stamp	Shelley	Paraprofessional	TBD
Torres	Shaileen	Paraprofessional	TBD
Turner	Gina	Paraprofessional	TBD
Van Stone	Emily	Paraprofessional	TBD
Walling	Margaret	Paraprofessional	TBD
Walsh	Jamie	Paraprofessional	TBD
Youssef	Olga	Paraprofessional	TBD

i. Voluntary Clean Opening transfers effective 2022/23 school year (08/24/22):

<b><u>LAST</u></b>	<b><u>FIRST</u></b>	<b><u>FROM:</u> <u>Previous School Location</u> <u>(Temporary)</u></b>	<b><u>TO:</u> <u>New School Location</u> <u>(Permanent)</u></b>
Banner	Raffaele	Rotella Gr 1	Rotella Gr 1
Berg	Roni	Carrington Math MS	Carrington Math MS
Brown	Harriet	Maloney Special Ed Elem	Maloney Special Ed Elem
Clark	Krystle	Sprague Elementary School Counselor	Sprague Elementary School Counselor
Els	Cortney	International/Chase/Annex Split PE/Health	International/Chase/Annex Split PE/Health
Emini	Edona	Driggs Pre-K Reg. Ed	Driggs Pre-K Reg. Ed
Fengler	Jessica	Wallace PE/Health	Wallace PE/Health
Garcia	Jesse	Hopeville Bilingual Gr K	Hopeville Bilingual Gr K
Glowa	Michael	Bucks Hill PE/Health	Bucks Hill PE/Health
Guerrier	Joanne	Wendell Gr K	Wendell Gr K
Holda	Michelle	WSMS ELA Gr 6	WSMS ELA Gr 6
Ignacio	Lyndsy	Rotella Gr 3	Rotella Gr 3
Kemp	Shelly	Wilby Allied Health	Wilby Allied Health
King-Evans	Noshina	Wilby Special Ed HS	Wilby Special Ed HS
Lee	Jessica	Wallace ELA Gr 6	Wallace ELA Gr 6
Mahan	Jill	CHS Science - Physical	CHS Science - Physical



Maida	Mary	Duggan Pre-K Reg. Ed Co-Taught	Duggan Pre-K Reg. Ed Co-Taught
Mancinone	Taylor	Chase Gr 3	Chase Gr 3
Marji	Samantha	Wilson Special Ed Elem	Wilson Special Ed Elem
Mecca	Kaylie	Sprague Gr 2	Sprague Gr 2
Miller	Joan	Districtwide SLP	Districtwide SLP
Montes	Jorge	Wilby ROTC	Wilby ROTC
Mukherjee	Manidipa	Crosby Science HS - Chemistry	Crosby Science HS - Chemistry
Murphy	Amber	Bucks Hill Elementary School Counselor	Bucks Hill Elementary School Counselor
Murtaza	Saima	Gilmartin Science MS Gr 7 & 8	Gilmartin Science MS Gr 7 & 8
Napp	Nicholas	State Street FCS-Culinary	State Street FCS-Culinary
Nightingale	Brooke	Wallace Art	Wallace Art
Norton	Dianna	Wendell Computer Education	Wendell Computer Education
Pulie	Lisa	Crosby Social Studies	Crosby Social Studies
Rangel	Christine	Bunker Hill Spec. Ed. Elem.	Bunker Hill Spec. Ed. Elem.
Reeve	Evelyn	Sprague Library Media	Sprague Library Media
Rodriguez Osorio	Idarmis	Bucks Hill Bilingual Gr K	Bucks Hill Bilingual Gr K
Rodriguez Rivera	Anirak	International Dual Language Pre-K Reg. Ed Spanish	International Pre-K Reg. Ed Spanish
Ruel	Cynthia	Maloney Pre-K Sped	Maloney Pre-K Sped
Santiago	Emanuel	WSMS Special Ed MS	WSMS Special Ed MS
Sauro	Leonard	Gilmartin Gr 4	Gilmartin Gr 4
Scalzo	Matthew	Crosby Literacy Title I	Crosby Literacy Title I
Schaefer	Courtney	Hopeville Special Ed Elem	Hopeville Special Ed Elem
Stetzer	Jessica	Carrington ELA Gr 7 & 8	Carrington ELA Gr 7 & 8
Sulzman	Dario	Crosby ELA HS	Crosby ELA HS
Teel	Makenzie	Tinker Gr 5	Tinker Gr 5
Torcasio	Melissa	Wilson Gr K	Wilson Gr K
Valencia	Brando	Crosby World Language - Spanish	Crosby World Language - Spanish
Vinca	Valmira	Hopeville Gr 3	Hopeville Gr 3
Wilson	Allison	Reed Pre-K Reg. Ed	Reed Pre-K Reg. Ed
Xhaferi	Manjola	WAMS Math HS	WAMS Math HS
<b><u>LAST</u></b>	<b><u>FIRST</u></b>	<b><u>FROM:</u> <u>Previous School Location</u></b>	<b><u>TO:</u> <u>New School Location</u></b>
Antonios	Gina	Wendell Pre-K Reg. Ed Co-Taught	Wendell Pre-K Reg. Ed
April	Meghan	Rotella Gr 4	Bunker Hill/Sprague ESL Split
Bamberg	Stephen	Wilby Art HS	Enlightenment Art MS/HS
Boiondi	Aneta	Bucks Hill Gr 5	Bucks Hill Gr K
Boscarino	Michelle	Gilmartin Gr 3	Districtwide STEM Coach
Brennan	Simi	Regan Gr 5	Tinker Gr 5
Burke	Heather	Bucks Hill Annex Pre-K Sped	OEC Pre-K Sped
Burke	Kelly	Bunker Hill Gr K	WSMS ELA Gr 6
Carosella	Stephen	Carrington Gr 5	Carrington Math Gr 6
Carroll	Shaban	Bunker Hill Gr 4	Carrington Gr 4
Chabot	Albert	Crosby Social Studies	WCA Social Studies HS
DiCarlo	Marissa	Wilby Social Studies - ED RISING	Wilby Social Studies
Donahue	Rachel	Duggan Special Ed MS	Duggan Math & Science MS Gr 6
Goggins	Coleen	NEMS Special Ed MS - SCOPE	NEMS Special Ed MS - BDLC
Grazhdani	Eneida	Sprague Gr 5	Maloney Gr 4
Heckman	Stephanie	Bucks Hill Gr 3	Rotella Gr 3
Hunsicker	Katherine	Wilson Special Ed	Washington Special Ed
Kalach	Kevin	WSMS Social Studies Gr 7	WSMS Social Studies Gr 8
Kirchberger	Alison	Hopeville Gr 5	Wilson Literacy Facilitator
Lehtinen	Zack	WAMS Gr 6-12 Theater	WSMS Gr 6-8 Theater
Lopez	Briana	Bunker Hill Gr 3	Gilmartin Gr 3



Machado	Mary	Rotella Gr K	Generali Gr 2
Marcal	Nicolette	Tinker Gr 4	Kingsbury/Tinker Split ESL
Marquez	Chakira	Bunker Hill Gr 5	Wallace ELA Gr 6
Miller	Keisha	Crosby Social Worker	WCA Social Worker
Morotto	Christine	Reed Gr 3	Reed Literacy Title I
O'Donnell	Jennifer	Bucks Hill Reading Teacher	Reed Reading Teacher
Oliviera	Gustavo	WSMS Business	Wendell Social Studies MS Gr 7-8
Palladino	Kirk	Crosby FCS - Culinary	Wilby FCS - Culinary
Pannoni	Andrea	Carrington Special Ed Elem	Carrington Special Ed MS
Pannoni	Michael	Wilby ELA HS	Kennedy ELA HS
Parenteau	Lauren	Maloney Gr 3	Driggs Gr 3
Pierce	Sabrina	Rotella Gr 1	Rotella Gr 2
Pogodzenski	Marcy	Wallace Science Gr 7	Duggan Science MS
Richo	Cara	Wilson Gr K	Rotella Gr K
Rock	Stephanie	Generali Gr 3	International Literacy Title I English
Rodrigues	Nicole	Driggs Gr 4	Driggs Reading Teacher
Rodrigues	Lynette	Wallace Math Gr 7	Duggan Math MS Gr 7 & 8
Rund	Thomas	Elightement Literacy Teacher - PSD	Duggan ELA MS Gr 7
Santos	Rosalina	Wallace PE/Health	Wendell PE/Health
Schumacher	Jason	Crosby Music	WAMS Music - Instrumental
Schwartz	Amelia	Wilson Gr 4	Washington Gr 3
Torres-Toledo	Maria	Bucks Hill Special Ed Elem	NEMS Special Ed MS
Valletta	Kimberly	Reed Gr 3	Chase Gr 2
Vega	Betzaida	Wilson ESL	WCA ESL

j. Resignations:

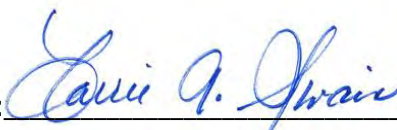
<i>Name</i>	<i>Position</i>	<i>Effective</i>
Cherry, Tarah	Duggan Science MS	05/16/22
Ciaramella, Nicole	State Street Special Ed	06/30/22
Fagerlund, Natalie	WSMS Guidance Counselor	06/08/22
Imperato, Christian	WHS Social Studies	06/30/22
Kobelski, Melissa	Reed Social Worker	06/30/22
Lavernoich, Julia	Bunker Hill Music	06/30/22
Mattera, Anthony	WSMS Special Ed	05/12/22
Mukherjee, Manidipa	CHS Science	06/30/22
Perton, Anne	Kingsbury Psychologist	06/30/22
Petit-LeSuer, Allison	Generali Grade 3	06/30/22
Wichman, Heather	Kingsbury Special Ed	05/17/22

k. Retirements:

<i>Name</i>	<i>Position</i>	<i>Effective</i>
Blakeslee, Marissa	Special Education Supervisor	08/01/22
DiPietro, Aline	WSMS PE/Health	09/29/22
Monks, Patricia	Academic Academy Social Studies	06/30/22
Sarlo, Jodi	Carrington Reading	06/30/22
Stolfi, Christine	CHS Special Education	06/30/22

**EXECUTIVE SESSION** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education





## **EXECUTIVE SUMMARY**

**To:** Mayor Neil M. O'Leary  
City of Waterbury Board of Aldermen  
City of Waterbury Board of Education

**From:** Aisling McGuckin, RN, MSN-MPH  
Director of Public Health

**Date:** May 23, 2022

**Re:** Contract with Community Health Services Inc. for delivery of medical consultation services to City of Waterbury Departments of Public Health, Human Capital and Human Resources

The Waterbury Health Department respectfully requests your approval of the attached contract with the Community Health Center Inc. (CHC) to delivery medical consultation services to City departments. The contract provides for five (5) hours per week of medical consultation to Human Resources and Human Capital and twenty (20) hours per week to the Department of Public Health.

### **Background:**

- The City of Waterbury has employed a School Medical Advisor as required by Connecticut statute until the recent retirement of the School Medical Advisor. At that point, the City determined that several other sections within the department had come to rely on the School Medical Advisor's guidance in areas that extended beyond his primary area of expertise in Pediatrics. Human Resources and Human Capital stated they also could benefit from consultation on occupational health issues such as return to work and other staff medical issues.
- The attached contract employs the consultative services of CHC Inc., a medical practice which has under one roof the types of medical and behavioral health professionals who can guide the City on appropriate clinical and post clinical care management of students, clients and employees.
- The contract was awarded after a competitive RFP and selection by a committee which included representation from Health Department, Human Resources and Human Capital leadership. The candidates were assessed based on their written proposals and responses during an opportunity to present their proposal verbally and respond to questions. The choice of contractor was unanimous by the committee.

### **Attached Contract:**





- The attached contract provides for up to \$185,151.72 from the date of signature through December 31, 2024.
- The contractor, CHC Inc., will provide five hours of consultation per week to Human Resources and Human Capital on issues pertaining to occupational health. They will provide the Health Department with up to five hours of medical advisement on infectious disease (COVID-19, HIV and Sexually Transmitted Infections, management of latent and active Tuberculosis), up to ten hours of pediatric expertise fulfilling the statutory requirements of a School Medical Advisor, up to five hours of behavioral health expertise for advisement of the opioid prevention and risk reduction team.
- CHC Inc. will provide monthly reports on the expenditure of these hours using a template they create approved by Waterbury Department of Public Health which details staff they consulted with and the content of the consultation without using identifying information.

Thank you in advance for your consideration of this request.



# PROFESSIONAL SERVICES AGREEMENT

RFP No. 7098

For

Medical & Behavioral Health Advisory Services

between

The City of Waterbury, Connecticut

and

Community Health Center, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and COMMUNITY HEALTH CENTER, INC., located at 635 Main Street, Middletown, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7098 for Medical & Behavioral Health Advisory Services with related materials, equipment, supplies and professional learning as those may apply; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7098; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

## **NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1.** Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions



or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

**1.1.** The Project consists of and the Contractor shall provide medical consultation services including school health advising, occupational health, infectious disease management and substance use disorders program management to the following City of Waterbury Departments: Human Capital within the Department of Education, Human Resources and The Public Health Department, as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. Contractor shall provide:

1. Within the Human Capital and Human Resources Departments, assistance to support occupational health needs such as review of return to work requirements, consultation on development of health-related Human Resources policies, and consultation on FMLA applications or fitness for duty determinations. The Contractor shall provide a maximum of five (5) hours of services per week to the Human Resources and Human Capital Departments for consultation on occupational health issues.
2. Within the Public Health Department, provision of a School Medical Advisor with expertise in pediatrics and adolescent health; an expert in infectious disease for consultation on management of community members with HIV, tuberculosis, COVID-19, Hepatitis, and other notifiable diseases; a behavioral health clinician with expertise in substance use disorders to support staff who respond to overdoses in the community and guide their management of these cases.
3. School Medical Advisor's responsibilities are as outlined in Connecticut General Statute Title 10, Chapter 169, Sections 205 and 207, and further include:
  - Plan and administer the health program for each school;
  - Advise on the provision of school health services;
  - Provide consultation on the school health environment;
  - Telephonic consultation services to school nurse supervisors, school nurses and public health assistants on issues pertaining to nursing assessment, care and treatment of students in the school setting;
  - Review and approval or denial of applications for distance learning on the basis of "extenuating circumstances" which are substantiated with medical records. This consultation and approval process will be conducted in a panel in collaboration with the Senior School Nurse Supervisor and the Director of Health;
  - Review and approval of Homebound Learning applications as needed;
  - Review of revisions to policies and procedures for school health to determine their medical soundness and reasoning;
  - Signature of standing medication orders for medications or vaccinations to be dispensed in the school setting;
  - Consultation on emergency situations to determine the need to call 911 for emergency services and transport to the hospital; and



- Perform any other duties that may be agreed on by the school medical advisor and the local or regional board of education and Health Department that appointed such school medical advisor.
- 4. The Contractor shall provide a maximum of ten (10) hours of services per week as School Medical Advisor during the contract term, including during the summers and school vacations when the Health Department may require assistance with development of policies.
- 5. The Contractor shall provide a maximum of five (5) hours of services per week to the Department of Public Health in the delivery of consultative services on the prevention and management of infectious diseases including but not limited to HIV, COVID-19, Hepatitis, tuberculosis, etc.
- 6. The Contractor shall provide a maximum of five (5) hours of consultative services per week in support of staff working on the Overdose Response Team to advise them on opioid overdose and other substance use disorders cases they are following-up on in the community. This consultation may be from a behavioral health perspective and may involve meeting with the staff via videoconference to review case records, provide feedback on the direction of case management and for linkage to care and complementary services with which the overdose response team may not be familiar.

The bid documents, as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No.7098 (attached hereto)
- 1.1.2 Community Health Center, Inc. Cost Schedule (attached hereto)
- 1.1.3 Community Health Center, Inc. Response to RFP No. 7098 (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses
- 1.1.8 Required Contract Provisions ARPA Funded Projects

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Community Health Center, Inc. Cost Schedule.
- 1.2.3 Community Health Center, Inc. Response to RFP No. 7098 (attached hereto)
- 1.2.4 The City's solicitation documents, RFP No. 7098.



1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

**2. Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property,



then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all material respects with the requirements of this Contract, and shall be consistent with the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and consistent with the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed



or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Contract Documents; and

**3.7.7** agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed



within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by its President.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminate December 31, 2024, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services is One Hundred Eighty-Five Thousand One Hundred Fifty-One dollars and Seventy-Two cents (\$185,151.72), as more particularly set forth in Contractor's Cost Schedule, Attachment A, and incorporated herein.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise



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reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7098 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim



for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.



**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Excess/Umbrella Liability Insurance: \$1,000,000.00** per Occurrence, **\$1,000,000.00** Aggregate

**9.4.3 Medical Professional Liability/E&O Insurance: \$1,000,000** each wrongful act, **\$1,000,000.00** Aggregate

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all policies Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be



endorsed to add the City and its Board of Education an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that



the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire,



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tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract provided that the City shall give fourteen (14) calendar days prior written notice to the Contractor and an opportunity to cure by the end of said fourteen (14) day period .

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose



of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- 13.2. **Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.



#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. This shall not include the use of third party licenses, provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. This shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent



any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7098** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7098**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Community Health Center, Inc.  
635 Main Street  
Middletown, CT 06457

City: City of Waterbury  
Department of Public Health  
185 South Main Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06706

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of



advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



**IN WITNESS WHEREOF**, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

**COMMUNITY HEALTH CENTER,  
INC.**

Sign: Melissa A. Matos T.

By: Mark Masselli

Print name: Melissa Matos

Its: President and CEO

Sign: Sharon B. Radler

Date: 5/18/2022

Print name: Sharon Radler



## ATTACHMENT A

1. The City's solicitation documents, RFP No.7098 (attached hereto)
2. Bidder's Cost Schedule (attached hereto)
3. Bidder's Response to RFP No. 7098 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



- discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
  - 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
    - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
    - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
    - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
    - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
  - 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the



Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.






STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION



#2 & #3

**TO:** Sponsors of the National School Lunch Program

**FROM:** John D. Frassinelli, Division Director  
School Health, Nutrition, Family Services and Adult Education 

**DATE:** February 15, 2022

**SUBJECT:** Operational Memorandum No. 05-22  
Requirements for Submitting the Healthy Food Certification (HFC) Statement for School Year 2022-23

The Healthy Food Certification (HFC) statute ([C.G.S. Section 10-215f](#)) requires that **each** local board of education or governing authority (BOE) for public schools<sup>1</sup> participating in the National School Lunch Program (NSLP) **each year must certify** whether all food items sold to students (separately from reimbursable meals) **will or will not** meet the [Connecticut Nutrition Standards](#) (CNS). This memo provides the **required BOE motion language** and instructions for the HFC application process for school year (SY) 2022-23.

#### HFC Eligibility Requirements for BOEs opting to implement HFC

The BOE must complete a vote on the required motion language in this memo by **July 1, 2022**, or the BOE will not be eligible for HFC during SY 2022-23 (July 1, 2022, through June 30, 2023). Each BOE must choose one of the two options below to satisfy this requirement and be eligible for HFC.

- **Option 1:** Using the **exact language** included in this memo, the BOE conducts three votes: 1) whether the district will **participate** in the healthy food option; 2) whether the district will allow **food exemptions**; and 3) whether the district will allow **beverage exemptions**.
- **Option 2:** Using the **exact language** included in this memo, the BOE conducts two votes: 1) whether the district will **participate** in the healthy food option; and 2) whether the district will allow **food and beverage exemptions**.

#### Required healthy food option vote for all BOEs

**The BOE must vote “yes” or “no”** for implementing the healthy food option of C.G.S. Section 10-215f. The motion and board-approved meeting minutes **must include the exact language below**.

***Motion language for healthy food option:*** Pursuant to C.G.S. Section 10-215f, the board of education or governing authority certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2022, through June 30, 2023. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to school stores, vending machines, school

<sup>1</sup> Public schools include all public schools, regional educational service centers, the Connecticut Technical Education and Career System (CTECS), charter schools, interdistrict magnet schools, and endowed academies.



cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

### **Required vote for food exemptions for BOEs opting to implement HFC**

**If the BOE votes “yes”** for implementing the healthy food option, the board-approved meeting minutes and motion must reflect a “yes” or “no” vote on the ***exact language below***.

***Motion language for food exemptions:*** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food sales.

**Note:** If the BOE votes “no” for the healthy food option, a vote on whether to allow food exemptions is **not** required.

### **Optional vote for beverage exemptions for all BOEs**

The state beverage requirements ([C.G.S. Section 10-221q](#)) apply to all public schools, regardless of whether the district participates in the NSLP or certifies for the healthy food option of HFC. If the BOE does not have a beverage exemption in place, the BOE’s schools can **never** sell noncompliant beverages to students. **If the BOE chooses to allow beverage exemptions**, the motion and board-approved meeting minutes ***must include the exact language below***:

***Motion language for beverage exemptions:*** The board of education or governing authority will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the beverage sales.

### **Option to combine food and beverage exemptions**

Instead of two separate food and beverage motions, the district may choose to combine food and beverage exemptions into one motion by using the exact language below:

***Motion language for combined food and beverage exemptions:*** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with



# Appendix A

This appendix accompanies the Connecticut State Department of Education's (CSDE) [Operational Memorandum No. 05-22: Requirements for Submitting the Healthy Food Certification \(HFC\) Statement for School Year 2022-23](#). It includes CSDE resources and websites that provide guidance on meeting the federal and state requirements for foods and beverages in HFC public schools. For a comprehensive list of resources, refer to the CSDE's document, [Resources for Meeting the Federal and State Requirements for Competitive Foods in Schools](#).

- [Allowable Beverages in Connecticut Public Schools](#)
- [Beverage Requirements](#) (CSDE webpage)
- [Connecticut Nutrition Standards](#) (CSDE webpage)
- [Ensuring District Compliance with HFC](#)
- [Evaluating Foods for Compliance with the Connecticut Nutrition Standards](#) (“How To” section of CSDE’s Connecticut Nutrition Standards webpage)
- [Guidance on Evaluating Recipes for Compliance with the Connecticut Nutrition Standards](#)
- [Guide to Competitive Foods in HFC Public Schools](#)
- [Healthy Food Certification](#) (CSDE webpage)
- [How to Evaluate Foods Made from Scratch for Compliance with the CNS](#)
- [How to Evaluate Purchased Foods for Compliance with the CNS](#)
- [List of Acceptable Foods and Beverages](#) (CSDE webpage)
- [Overview of Connecticut Competitive Foods Regulations](#)
- Presentation: [Beverage Requirements for Connecticut Public Schools](#)
- Presentation: [Complying with Healthy Food Certification](#)
- Presentation: [Connecticut Nutrition Standards](#)
- Presentation: [Healthy Food Certification Fundraiser Requirements](#)
- [Questions and Answers on Connecticut Statutes for School Food and Beverages](#)
- [Requirements for Competitive Foods in HFC Public Schools](#)
- [Requirements for Food and Beverage Fundraisers in HFC Public Schools](#)
- [Requirements for Foods and Beverages in Culinary Programs in HFC Public Schools](#)
- [Requirements for Foods and Beverages in School Stores in HFC Public Schools](#)
- [Requirements for Foods and Beverages in Vending Machines in HFC Public Schools](#)
- [Summary Chart: Federal and State Requirements for Competitive Foods in HFC Public Schools](#)
- [Summary of Connecticut Nutrition Standards](#)



an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held and must be the same place as the food and beverage sales.

### **HFC Application Process for SY 2022-23**

All public school sponsors of the NSLP applying for HFC for SY 2022-23 must complete the three steps below to meet the HFC application deadline of **July 1, 2022**.

1. Schedule the two required votes (healthy food option and food exemptions) at a BOE meeting **before June 30, 2022**. If the district chooses to allow beverage exemptions, the CSDE recommends that the BOE conduct the vote on beverage exemptions at the **same time** as the HFC votes.
2. Maintain a copy of the board-approved meeting minutes indicating the results of the HFC votes. Do not submit these minutes until requested (see step 3).
3. **May 2022:** Complete the online HFC application module in the CSDE’s Connecticut Online Application and Claiming System for Child Nutrition Programs (CNP System). Upload the board-approved meeting minutes indicating the results of the HFC votes for the healthy food option and food exemptions (and the vote for beverage exemptions, if applicable). **Note:** The CSDE will notify sponsors when the HFC application module and instructions are available. Do **not** access the CNP System prior to receiving this notification.

For additional guidance on the HFC application process, review the CSDE’s presentation, [Application Procedures for HFC](#), and visit the “[Apply](#)” section of the CSDE’s HFC webpage.

Refer to Appendix A for a list of resources with the requirements that schools must follow to ensure HFC compliance. For questions or additional information, please contact Susan Fiore at 860-807-2075 or [susan.fiore@ct.gov](mailto:susan.fiore@ct.gov) or Teri Dandeneau at 860-807-2079 or [teri.dandeneau@ct.gov](mailto:teri.dandeneau@ct.gov).

JDF:sff

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain for future reference. All CSDE operational memoranda are posted on the CSDE’s [Operational Memoranda for School Nutrition Programs](#) webpage.



## **Memorandum**

To: Board of Education/Board of Aldermen

From: Linda Franzese, Food Service Director,

Date: June 1, 2022

Re: **Board of Education/Board of Aldermen Approval Request / Executive Summary - Contract for Cafeteria Computer System**

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The Food Service Department respectfully requests your approval of the above-referenced contract for Cafeteria Computer System with Harris School Solutions in the amount of \$194,123.11.

This contract was initiated under the Request for Proposal process (RFP #7174). Harris School Solutions was the sole bidder and has had a successful history in supplying the service in the past.

Under this contract, the contractor Harris School Solutions will supply and maintain the POS and other cafeteria related computer software programs for service and inventory management in the different schools. For this service Harris School Solutions will charge \$38,442.62 for 5 years for a total contract cost of \$194,123.11. The work will be supervised by Linda Franzese, Food Service Director and Adam Shaban Deputy Food Service Director.

All equipment will be owned and serviced by the Food Service Department.

The Contract Term is 5 years.

Accordingly, attached for your review and consideration the requisite number of copies of the proposed contract. Please note, the insurance language contained in the contract is subject to non-substantial changes to be approved by the Office of Corporation Counsel and Risk Management. the Please note further that one complete set of Contract Documents, including the Contract, its Schedules, the Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance, has been placed on file with the City Clerk's Office.

Thank you.

Linda Franzese Food Service Department  
Attachment

cc: Attorney Kara Summa, via email, w/o attachment.



**Professional Service Agreement  
RFP No. 7174  
between  
The City of Waterbury  
Department of Food Services  
Education Department  
and  
Harris School Solutions, a division of  
N. Harris Computer Corporation  
for  
Cafeteria Computer System**

**THIS AGREEMENT** (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Harris School Solutions, a division of N. Harris Computer Corporation (the “Consultant” or “Harris”), with a location at 2429 Military Road, Suite 300, Niagara Falls, New York 14304, and a principal place of business address of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4, Canada, a foreign corporation duly registered to conduct business in Connecticut (jointly referred to as the “Parties” to the Agreement).

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 7174** for Cafeteria Computer System; and

**WHEREAS**, the City selected the Consultant to perform services regarding **RFP No. 7174**; and

**WHEREAS**, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this Agreement (the “Project”).

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions**

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- i. **“Annual Subscription Fees”** means the annual subscription fees set out in **Schedule "A"** to this Agreement.
- ii. **“Change Order”** means any written documentation between the City and Harris evidencing their Agreement change particular aspects of this Agreement.
- iii. **“Completion of Services”** means the Professional Services are complete and shall be deemed to have occurred on the date which the City commences using the Services.



- iv. **"Confidential Information"** means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Harris may provide to City from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Harris may provide to City from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Harris relating to the security of its facilities, computer systems and products.
- v. **"Data Conversion Fees"** shall have the meaning set forth in Section 10 of this Agreement.
- vi. **"Data"** means all data that is provided by the City to Harris and all other content transmitted, posted, received or created through City's use of the Services or the Software.
- vii. **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the City.
- viii. **"Fees"** means the Annual Subscription Fees, Professional Services Fees, Conversion Costs and other Fees as may be further described and listed in **Schedule "A"** of this Agreement.
- ix. **"Professional Service(s)"** means those implementation, training, consulting and professional service(s) provided by the Harris Professional Services team as further described in Schedule "A", Schedule "C", and Schedule "G" to this Agreement.
- x. **"Professional Services Fees"** means the Professional Service(s) fees set out in **Schedule "A"** to this Agreement.



- xi. "Services" and "Software Services"** each means the web-based service(s) commonly referred to as a "Software as a Service" (SaaS) solution to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by Harris and the delivery of non-exclusive access via the Internet to City to use the Software, as a service, granted to City pursuant to Section 2 hereof and in accordance with the Scope of Services/Project Requirements attached hereto as Schedule "G". The Services shall also include storing all data entered and maintained by Users through use of the Services.
- xii. "Software"** means the software product(s) that are owned by Harris, delivered as a SaaS solution and listed in **Schedule "A"**.
- xiii. "Student Data Privacy Rider"** means the student data privacy rider attached to this Agreement as **Schedule "H"**.
- xiv. "Support Services"** means those support services to be provided by the Harris Support team as further described in **Schedule "D"** to this Agreement
- xv. "Third Party Components"** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to City as part of the Services.
- xvi. "User"** means an employee or agent of City that has been authorized by the City in writing to access and use the Services.

## **2. Authorization**

**2.1** Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Annual Subscription Fees, Harris hereby grants to Customer a personal, non- exclusive, non-transferable limited right during the Term (a) to install (as applicable) and use the Terminal Software on the multiple serving lines at each of the thirty-one (31) sites, as specified in the Scope of Services (attachment 1 to RFP No. 7174) and attached hereto as **Schedule "G"** and as may be specified also in Schedule "A" hereto (the "**Serving Lines**" and "**Sites**", respectively)); (b) to allow Users to access and use the Services on an annual subscription basis from the Serving Lines solely at the Sites and in accordance with the Documentation solely for Customer's internal business purposes; and (c) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

**2.1.1.** To the extent that Harris was the incumbent contractor/vendor (pursuant to a contracting resulting from a previous request for proposals (RFP No. 5733)) for the same or similar services, equipment, and software provided for herein, as is in accordance with RFP No. 7174, and to such extent the scope of services, equipment, specifications of the previous contract executed between the Parties on June 17, 2017 ("2017 contract"), are relevant and serve to provide pertinent information for purposes of this Agreement, said 2017 contract is hereby incorporated by reference for informational and background purposes. The Parties agree that to this extent, the cafeteria computer system is deployed and already running and all data integrations and data inputs have been completed.



### 3. Compensation/Fees

**3.1** The City shall compensate Harris for provision of all of the goods and services set forth in this Agreement, in this Section 3 and as further set forth in the attached **Schedule A**.

**3.1.1. Fee Schedule.** The fee payable to Harris shall not exceed **One Hundred Ninety Four Thousand One Hundred Twenty-Three Dollars (\$191,123.00)** for all five years of the Contract for all services set forth in this Agreement, and shall be in accordance with pricing and payment terms set forth in **Schedule A**, and as further set forth below:

- i. Yearly Costs (Years One through Five) includes all fees for support and housing of information. There is no initial cost for training and setup.
    - a. Year One (July 1, 2022 – June 30, 2023).....\$38,442.62
    - b. Year Two (July 1, 2023 – June 30, 2024)..... \$38,442.62
    - c. Year Three (July 1, 2024 – June 30, 2025).....\$38,442.62
    - d. Year Four (July 1, 2025 – June 30, 2026).....\$38,442.62
    - e. Year Five (July 1, 2026 – June 30, 2027) .....\$38,442.62
- TOTAL COMPENSATION.....\$194,123.11**

**3.1.2. Limitation of Payment.** Compensation payable to Harris is limited to those fees set forth in Section 3.1.1 above. Such compensation shall be paid by the City upon review and approval of Harris' invoices for payment. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**3.1.3.** In consideration of receiving the Services and the Professional Services, City agrees to pay to Harris the Fees and all pre-approved applicable travel and lodging expenses as described in Section 4 of this Agreement in accordance with the payment terms as defined in **Schedule "A"**. The Annual Subscription Fees, Professional Services Fees and any other fees set out in this Agreement are exclusive of taxes.

### 4. Travel and Lodging Expenses

Pre-approved Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at City's offices by any Harris personnel. Harris travel expenses are billed to City for each Harris employee providing Professional Services as follows, and in accordance with the Pricing Schedule and estimate set forth In **Schedule A**:

- i. Lodging and Hotel expenses: If the Harris employee must spend the evening.
- ii. Airfare expenses: If the Harris employee must travel by air to reach City's offices
- iii. Rental Car or Taxi fees: As appropriate to travel to and from City's offices. Personal Vehicle expenses: If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate.
- iv. Personal Vehicle expenses: If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate
- v. Per Diem expenses: Fifty-five dollars (\$55) per day will be charged to cover meals and incidentals when an employee is at or traveling to and from City's offices. If an employee must travel on Saturday, Sunday, or a holiday, or is at City's office



on a holiday, the Per Diem rate shall increase to one hundred ten dollars (\$110) per day for the corresponding days. Harris reserves the right to change the rates charged for reimbursable meals and incidentals.

Harris will use its reasonable efforts to minimize all travel and lodging expenses. Only actual pre-approved travel and lodging expenses will be billed to the City.

## **5. Term**

- 5.1** This Agreement shall commence on July 1, 2022 and shall continue for a period of five (5) years through June 30, 2027 unless either party terminates this agreement in accordance with the termination provisions in Sections 18 and 19. (Referred to as the Contract “Term”.)

## **6. Restrictions on Use**

- 6.1** Except as expressly provided herein, City may not give away, rent, lease or otherwise sell, re- sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Harris.

- i. City agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- ii. City may duplicate Documentation, at no additional charge, for City's internal use so long as all required proprietary markings are retained on all duplicated copies.
- iii. No third party, other than duly authorized agents or employees of City authorized pursuant to Section 2 hereunder, shall have access to or use of the Software Services.
- iv. City shall not copy, frame or mirror any part or content of the Services, other than copying or framing on City's own intranets or otherwise for City's own internal business purposes.
- v. City shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- vi. The City shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute,



ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

- vii. City shall not knowingly transmit any data to the system used by Harris to provide the Services that contains software viruses or other harmful or deleterious computer code, files or programs
- viii. City shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- ix. City shall not use the Services to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party.
- x. City shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- xi. In addition to its termination rights under Section 18 and 19, Harris may restrict or limit City's access to the Services if Harris reasonably determines that City has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris' reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of City's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify City of the restriction or limitation to City's access to the Services and will promptly restore City's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of City in connection with its use of the Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers, except that under no circumstances will this section preclude Harris from its obligation to delete and/or destroy any and all Student Data in its control or that of a contracted third-party service provider in accordance with the terms of the Student Data Privacy Rider.

## **7. Services Availability (SaaS)**

**7.1** Harris shall provide all facilities, equipment, and software required to make the Software Services available.

**7.2** Harris shall use commercially reasonable efforts to make the Software Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in **Schedule "B"**.



**7.3** Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services (“User Acceptance Criteria”). Harris shall inform City of such User Acceptance Criteria but Harris shall be free to implement and amend such User Acceptance Criteria at any time without prior written warning to the City and/or to Users; provided, if any such additional User Acceptance Criteria is of a material nature or would in any way impair or require a material modification of City’s intended use of the Software Services, such additional User Acceptance Criteria shall not be binding upon City unless agreed to in writing. In the event of a conflict between the terms and conditions of the User Acceptance Criteria and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

**7.4** Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software Services. City, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software Services.

**7.5** Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 20 of this Agreement and the Student Data Privacy Rider attached hereto as **Schedule “H”** (in compliance with Public Act 16-189, An Act Concerning Student Data Privacy) (together the “Data Agreements”).

**7.6** City acknowledges that in order to provide the Services Harris may be required to purchase access the Third Party Components. City further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 17.

## **8. City Responsibilities**

**8.1 Cooperation by City.** City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of City and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services related to any Professional Services provided by Harris. To enable Harris to provide effective Support Services, the City will establish auto remote access based on remote access procedures compatible with Harris' practices.

**8.2 Project Manager.** City shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising City staff and ensure their co-operation with and participation in such process during any Professional Services engagement.



**8.3 City Equipment.** City agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at City's facilities required for Users to access and use the Services. Harris shall not be responsible for the operation of any Internet, network or other communication services of City. City further acknowledges that access to and the operation of the Services requires City's and Users' hardware to be of sufficient quality, condition and repair, and City agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.

**8.4 Passwords.** City agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. City and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. City agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using City's or its Users' passwords and user ID's, as well as any obligation that may result from such use. City agrees to notify Harris in writing to change City or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. City agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by City.

**8.5 Users.** The City is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or Harris' ability to provide the Services as contemplated by this Agreement.

**8.6 Compliance with Laws.** City represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

**8.7** Harris represents and warrants to City that it and its employees will at all times comply with the laws of the United States of America and the laws of the State of Connecticut to the extent applicable to the provision of the Services, including but not limited to the Family Education Rights and Privacy Act (FERPA), those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability

**8.8 Data Security.** City acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to City's and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. City is solely responsible for ensuring that (i) City's computer systems are secure



and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris' servers; and (iii) Data is encrypted.

**8.9** Harris does not guarantee the privacy, security, authenticity, and non-corruption of any information transmitted or stored in any system connected to the internet and Harris shall not be responsible for any use by City or any user of City's internet connection in violation of any law, rule or regulation.

## **9. Delivery Schedule**

**9.1** Within 30 days from execution of this Agreement, the Parties will mutually agree in writing upon a delivery schedule based on, among other things, the purchased modules, required training and availability of both City and Harris staff members.

## **10. Data Conversion Fees**

**10.1** Harris may offer data conversion services for the purpose of migrating existing City data to a format usable by the Purchased Service. The success of the data conversion effort is largely based on the format and quality of the City provided data. Unless otherwise indicated, converted data is strictly limited to non-dollar amounts and typically includes information such as names, addresses, and phone numbers. Only information explicitly listed in this Agreement will be converted. In certain instances, initial cost estimates for a data conversion may have been included in a Professional Services pricing proposal. Unless specifically included in this Agreement as part of **Schedule "A"**, said cost estimates, and all prior data conversion cost estimates, are not binding nor are they incorporated into this Agreement. Accordingly, Harris shall notify City of the final data conversion fees and costs after the City provided sample data is examined by Harris to verify existing City data formats and data integrity; but before data conversion efforts are commenced. In such event, and upon receipt by Harris of notice in writing from City that said data conversion fees are acceptable, such data conversion fees (Data Conversion Fees) shall be in addition to all fees currently stated in this Agreement.

**10.2** Any costs associated with obtaining the data from an existing City vendor are the responsibility of the City. Sample data shall be provided in standard fixed length format, CSV format, or another mutually agreed upon format with ASCII display characters only. Data must be on a media formats readable by Harris.

**10.3** Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

**10.4** In the event a data re-conversion is required, for whatever reason, City will be billed at the Professional Services Fee rate set out in **Schedule "A"** to this Agreement.

## **11. Forms**

**11.1** The use of Harris standard forms ensures compatibility with the Software Services. City agrees to use standard Harris forms for use with the Services. City may purchase standard forms from Harris and Harris agrees to provide said forms to City at a competitive price. City must



notify Harris in writing in the event that City elects to order forms from a third-party forms provider so that Harris is able to confirm that said third-party provider forms are compatible with the Software Services. In the event that City purchases non-compatible forms and has not received written confirmation from Harris that said forms are compatible with the Services, Harris may be required to modify the Services to be compatible with the third-party provided forms. In such event, Harris may issue a Change Order to City for the purpose of completing modifications to the Services and underlying software. Said modifications shall be billed to City at the rate of one hundred-seventy five dollars (\$175) per hour; with a minimum of four (4) hours effort. Said Change Order must be executed by both parties prior to commencement of the corresponding Professional Services.

## **12. Professional Services & Support Services**

**12.1 Professional Services and Support Services.** Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services and Support Services to City in accordance with the Schedules attached hereto, specifically but not limited to, **Schedules “A”, “C”, “D”, and “G”.**

**12.2 Manner of Performance.** Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to City personnel. Harris will communicate openly with City in its methodology, manner and means.

**12.3 Conduct on City’s Premises.** In the event that Harris is required to perform Professional Services on City's premises, any such Professional Services shall be performed with City's full co-operation and on the premises of City or, if agreed to by both parties, at an alternate location. Harris agrees that, while working on City's premises, each of its employees shall observe City's rules and policies provided to Harris in writing relating to conduct thereon.

**12.3.1 Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present.** For all activities in school facilities and/or Department of Education facilities, Harris shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

**12.3.2 Criminal Background Check and DCF Registry Check.** Harris shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. Harris shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. Harris shall not permit any person with a disqualifying criminal history to have direct contact with a student.



### **13. Warranty and Warranty Disclaimer; Indemnification**

**13.1 Limited Warranty.** Harris warrants to City that the Services, Professional Services, the Software Services and Support Services shall be performed at a professional level consistent with industry standards and that the Software and the Services shall substantially conform to the specifications, as stated in Harris' manual and other documentation provided to City, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. City's primary remedy in the event the Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right of City to terminate this Agreement in accordance with Section 16(b).

**13.2 Warranty Disclaimer.** To the greatest extent permitted by law, except for the express limited warranty set out in section 13.1, the Services, the Software, the Software Services, the Professional Services and any other products or services provided under this Agreement are provided to City "as is" and there are no other warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding them or any other product, service or material provided hereunder or in connection herewith.

Harris, its licensors and suppliers disclaim any implied warranties or conditions regarding the Software, the Software services, the Services, the Professional Services and any other products, services and materials provided hereunder or in connection herewith, including, but not limited to, warranties of merchantable quality, merchantability, durability and fitness for a particular purpose, title or non-infringement.

Harris does not represent or warrant that the Services or the Software shall operate error free or uninterrupted, shall meet any or all of customer's particular requirements, that all errors or defects in the Services can be found or corrected.

Without limiting the foregoing, Harris does not make any representations or warranties whatsoever with regard to products or services from third parties (including without limitation the third party components, the hardware, the operation of the internet, network or other communication services) and assumes no responsibility or liability with respect to the foregoing or the appropriateness of your data management system or the accuracy of data contained in such system.

No Agreements varying or extending any express warranties set forth in this Agreement shall be binding on either party unless in writing and signed by an authorized signing officer of Harris.

### **14. Indemnity.**

**14.1 Harris Indemnity.** In the event there is a third party claim against City alleging that City's use of the Software or Services in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City's jurisdiction, Harris shall, at its expense,



defend and indemnify City and pay any amounts finally awarded against City by a court of competent jurisdiction or agreed to in a settlement approved by Harris in advance, provided that: (i) City gives Harris prompt written notice of any such claim and full opportunity to defend the same; (ii) City has not made any admissions or entered into settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (iii) Harris has control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) City assists and provides information to Harris throughout the action or proceeding.

Harris' liability for any claims under this Section 14 shall be reduced to the extent such claim arises from: (i) alterations or modifications to the Software or Services by City or a third party in any manner whatsoever except with the prior written consent of Harris; (ii) combination, integration or use of the Software or Services with software, hardware or other materials not approved by Harris where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software or Services other than in compliance with this Agreement; (v) compliance with the City's written instructions or specifications; or (vi) use of the Software or Services after notice from Harris that it should cease due to possible infringement.

Any breach by City of its covenants under this Section 13 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City's use of the Services is finally held to be infringing or Harris deems that it may be held to be infringing, City agrees that the a remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City the right to continue use of the Services; or (2) modify or replace the Services so that it becomes non-infringing.

The indemnity provisions of this Section 14.1 shall not apply to any Third Party Components.

**14.2 City Indemnity.** Except to the extent any loss, cost, damage or expense is due to Harris's or its agents or sub contractors' acts or omissions, City is solely responsible for its and its User's use of the Data, its use and its Users' use of the Services in any way, and all legal liability arising out of or relating thereto. Except to the extent any loss, cost, damage or expense is due to Harris's or its agents or sub contractors' acts or omissions, City shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Services including but not limited to any Third Party Components by City or its Users; (ii) any breach by City or its Users of this Agreement; or (iii) City's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the City's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

**14.3 Personal Injury and Property Damage Indemnity.** Each of the parties shall indemnify, defend, and hold harmless the other and its commissions, agents, directors, officers, officials and employees, boards and the City's Board of Education (if applicable) ("Representatives") from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of third party claims for bodily injury or damage to



real or tangible property to the extent caused directly by the negligence or willful misconduct of the indemnifying party or its Representatives, provided that , provided that: (i) the party to be indemnified gives the indemnifying party prompt written notice of any such claim and full opportunity to defend the same; (ii) the party to be indemnified has not made any admissions or entered into settlement negotiations either prior to or after providing notice to the indemnifying party of the applicable claim except with the indemnifying party's prior written consent, (iii) the indemnifying party has control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) the party to be indemnified assists and provides information to the indemnifying party throughout the action or proceeding.

**14.4.** In any and all claims against the City or any of its boards, agents, employees or officers by Harris or any employee of Harris, any subcontractor, agent or, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Harris or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**14.5.** Harris understands and agrees that any insurance required by this Agreement, or otherwise provided by Harris, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

## **15. Limitations on Liability**

**15.1** To the greatest extent permitted by applicable law, except for Harris' indemnity obligation in section 14, City agrees that the entire liability of Harris and City's exclusive remedy with respect to the services, the software, the software services, the professional services and any other products, materials or services supplied by Harris in connection with this Agreement for damages for any cause and regardless of the form of action, whether in Agreement or in tort, including fundamental breach or negligence, shall be limited to actual direct damages and shall not exceed in the aggregate the annual subscription fees paid by City to Harris under this Agreement.

**15.2** Except for Harris' indemnity obligation in section 14 and City's indemnity obligations in section 14, City and Harris each further agree that in no event shall the other party be liable, regardless of the form of action, whether in Agreement or in tort, including fundamental breach or negligence, for any indirect, punitive, consequential, incidental, special, or exemplary damages whatsoever, including without limitation for lost profits, loss of revenue, failure to realize anticipated savings, lost or damaged data, loss of goodwill, business opportunities or reputation, or economic loss, arising out of or in connection with this Agreement, even if it has been advised of the possibility of such potential loss or damages, or such losses or damages are foreseeable.

## **16. Harris' Insurance**

**16.1.** Harris shall not commence work under this Agreement until all insurance required under this Section 16 has been obtained by Harris and such insurance has been approved by the City. Harris shall not allow any sub-contractor to commence work until all insurance required of any such sub-contractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an



A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**16.2.** At no additional cost to the City, Harris shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Harris's obligation under this Agreement and Harris shall require any subcontractor to comply with the requirements of this Section and deliver to Harris certificates of insurance to the City.

**16.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 24 months..

**16.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Harris:

**16.4.1 General Liability Insurance:**

**\$1,000,000.00** per occurrence

**\$2,000,000.00** aggregate

**\$2,000,000.00** products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**16.4.2 Automobile Liability Insurance:**

**\$1,000,000.00** combined single limit (CSL) Any Auto, All Owned and Hired Autos.

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

**16.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

**16.4.4 Professional Liability/E&O Insurance:**

**\$1,000,000.00** each wrongful act

**16.4.5 Cyber / Privacy / Network Liability Insurance:**

**\$1,000,000.00** per loss

**\$1,000,000.00** aggregate



**16.5. Failure to Maintain Insurance:** In the event Harris fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase the same, and offset Harris' invoices for the cost of said insurance.

**16.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from Harris at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**16.7. Certificates of Insurance:** Harris's General, Automobile, and Cyber / Privacy / Network Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Harris's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Harris executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. Harris must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**16.8.** No later than thirty (30) calendar days after City's request, Harris shall deliver to the City a copy of Harris' insurance certificates, endorsements and riders.

## **17. Change Order Process**

**17.1** With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. The following individuals are authorized to sign off on Change Orders on the City's behalf:

Name: Linda Franzese

Title: Director of Food Service



## **18. Cancellations and Termination**

### **18.1 Professional Services may be cancelled as follows:**

Cancellation of any on-site Professional Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. In the case of cancellation of Professional Services within fourteen (14) days or less of scheduled on-site Professional Services, City will be billed for any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, City hereby acknowledges that cancellation of on-site services means that such on-site services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in City's project resulting from City's cancellation of Professional Services. If additional services are required because the City was not adequately prepared for the on-site services, Harris will provide a Change Order to the City for the additional services.

### **18.2 This Agreement may be terminated as follows:**

**18.2.1 Termination for Cause by either party.** If either party is in breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within thirty (30) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.

**18.2.2 Termination for Non-Appropriation or Lack of Funding.** Harris acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. Harris therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**i. Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Harris. However, any nonappropriation shall not absolve the City from its obligations for paying for all work completed during the last period for which funds have been appropriated, authorized or otherwise made available by law have been

**ii Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay Harris for the agreed to level of the products, services and



functions to be provided by Harris under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Harris, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Agreement.

**18.2.3 Termination Without Cause Either Party** Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder, or (iv) in the case of Harris, if City has breached its obligations of confidentiality or any intellectual or proprietary right of Harris.

**18.2.4 Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

**18.2.5 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate Harris for any lost or expected future profits.

## **19. Effects of Termination/ Rights Upon Cancellation of Termination.**

**19.1** In the event of termination or expiration of this Agreement:

**19.1.1 Termination for Lack of Funding or Convenience.** In the event of termination of this Agreement by the City for lack of funding or convenience, the City shall pay Harris for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date. Each of the parties shall be required to exercise commercially reasonable efforts to mitigate damages.

**19.1.2 Delivery of Documents.** In the event of termination of this Agreement, **(i)** Harris shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, the City, and **(ii)** the City shall pay Harris for all services performed prior to the effective date of the termination (except to the extent any invoice amount is



disputed).

**19.1.3 Rights Cease.** All rights granted to the City in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Services.

**19.1.4** City will pay all undisputed amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

**19.1.5** City shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or Legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days. Harris shall return to City or at City's option purge or destroy all copies of any Confidential Information of City, including Data, in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days. This section shall survive termination of this Agreement. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

**19.1.6** Upon termination, Harris will furnish the City with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two days and will be billed at Harris' then current daily rate. Upon receipt of notice from City confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and/or in the possession of any third-party service provider and an Officer of Harris shall certify the destruction and deletion to the City. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall protect such Data in accordance with the terms of this Agreement. . Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to City and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data. This section shall survive termination of this Agreement.

**19.1.7** Except as otherwise provided in this Agreement, termination of this Agreement shall be without prejudice to any other right or remedy to which either party may be entitled to at law or in equity.

## **20. Ownership By Harris.**

**20.1** Harris its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, Software Services, Software as a Service solution, and related Documentation, materials, logos, names and other support materials provided pursuant to the terms



of this Agreement. City shall acquire no right whatsoever to all or any part of the Services, Software, Software Services or underlying software except the limited right to access and use the Software Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to City. City must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. City hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, Software Services, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by City relating to the operation of the Services or Software.

**20.1.1 City Data.** As between Harris and City, all Data will remain the sole and exclusive property of City. City is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, during the Term, City grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Harris shall be responsible for the acts and omissions of any subcontractors. Harris may not access the Data for any other purpose without the express written consent of City. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

In the event that Harris will have access to "education records" for the City's students as defined under the Family Educational Rights and Privacy Act (FERPA), Harris acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Client's Education records as those terms have been defined under FERPA and its implementing regulations, and Harris agrees to abide by the FERPA limitations and requirements imposed on school officials. Harris will use the Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such Data with or disclose it to any third party except as provided for in this Agreement, where required by law, or authorized in writing by City. (See also Section 20.1.2, below and Schedule "H").

Harris will require its third-party service provider to protect any and all Data it receives in a manner consistent with the terms of this Agreement.

#### **20.1.2 Data and Privacy Policy**

The City represents and warrants to Harris that: (a):City has full right to provide the Data to Harris and its third party service providers for the sole purposes of Harris and its third party service providers performing its obligations under this Agreement; (b) Data that is either provided to or acquired by Harris for the sole purpose of Harris and its third party service providers performing its obligations under this Agreement is subject to a City's privacy



policy in effect as of the Effective Date and Student Data Privacy Rider P.A. 16-189, An Act Concerning Student Data Privacy, attached hereto as **Schedule “H”**, all applicable students, parents or guardians who are the owners of the Data have provided to City their written consent or the City has provided notice to all applicable students, parents or guardians who are the owners of the Data or otherwise met the requirements of An Act Concerning Student Data Privacy and all other applicable laws, rules, regulations applicable to the same and has provided notice pursuant for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and for the sole purpose of Harris and its third party service providers performing its obligations under this Agreement; (d) City and Harris shall comply with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and (e) City will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

## **21. Confidential Information**

**21.1** The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure Agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

**21.2** In addition to any other restrictions on Harris' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. City shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or City's request. City represents and warrants to Harris that as of the Effective Date no individual, governmental body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

## **22. General**

**22.1 Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut and the federal laws of the United States



applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Agreements for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. City and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in Agreement, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**22.2 Mediation:** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system Agreements. The mediation shall take place in the State of Connecticut at a time which is mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written Agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time

**22.3 Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and address, such Notice(s) shall be sent to the following contacts:

To Harris: Harris School Solutions, a division of  
N. Harris Computer Corporation  
2429 Military Road, Suite 300  
Niagara Falls, NY 14304  
Telephone:  
Email:

To City: City of Waterbury  
Food Service Department  
562 Captain Neville Drive  
Waterbury, CT 06705



Attention: Director of Food Service  
Telephone: 203-574 8036  
Email: lfranzese@waterbury.k12.ct.us

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 22.3.

**22.4 Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.

**23. Entire Agreement:**

**23.1** This Agreement together with the Schedules and Student Data Privacy Rider attached to this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous Agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any City orders, or in any other documentation employed by or on behalf of City in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties

**24. Waiver.**

**24.1** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**25. Assignment:**

**25.1** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that Harris may assign this Agreement without consent to an affiliate or to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

**26. Severability:**

**26.1** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.



**27. Allocation of Risk:**

**27.1** City acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and City and set forth an allocation of risk reflected in the fees and payments due hereunder

**28. Relationship:**

**28.1** The parties are and shall at all times remain independent Contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to Agreement in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

**29. Force Majeure:**

**29.1** No default, delay or failure to perform on the part of Harris or City (other than a failure to pay) shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.

**30. Survival:**

**30.1** Sections 1 (Definitions), 3 (Fees), 4 (Travel and Lodging Expenses), 6 (Restrictions on Use), 8.6 (Compliance with Laws), 8.8 (Security), 8.7, 8.8 (Data Security), Student Data Privacy (Schedule "G"), 8.9, 13 (Warranty and Warranty Disclaimer), 14 (Indemnity), 15 (Limitations of Liability), 19 (Effects of Termination), 20 (Ownership) , 21 (Confidential Information), 22 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

**31. Counterparts:**

**31.1** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**32. Equitable Relief.** Each of the parties acknowledges and agrees that it would be difficult to compute the monetary loss to the other party arising from a breach or threatened breach of this Agreement by the other party or in the case of City, the City or a User and that, accordingly, such



party will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by the other party or in the case of the City, the City or a User.

### **33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

**33.1** The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Agreement shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Agreement, including but not limited to the following:

- i. It shall be a material breach of this Agreement, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- ii. It shall be a material breach of this Agreement, and it shall be a violation of the City’s Code of Ordinances for Harris to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or Purchase Order, or to any solicitation or proposal therefore.
- iii. It shall be a material breach of this Agreement and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a Sub- Contractor or order, by or on behalf of a Sub- Contractor, Harris or higher tier Sub- Contractor or any Person associated therewith, under an Agreement or Purchase Order to the City.
- iv. The value of anything transferred or received in violation of the City’s Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- v. Upon a showing that a sub-contractor made a kickback to the City, Harris or a higher tier Sub- Contractor in connection with the award of a Sub- Contractor or order there



under, it shall be conclusively presumed that the amount thereof was included in the price of the Sub- Contractor s or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the Sub- Contractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties

- vi. It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for Harris to be retained, or to retain a Person, to solicit or secure an Agreement with the City upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee; and Harris, before being awarded a City Agreement, shall deliver to the City, on a City authored form, a representation that Harris has not retained anyone in violation of this subsection vi., the failure to deliver said form being a material breach of this Agreement and a violation of the City's Code of Ordinances. Note, however, this subsection f shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- vii. Harris hereby expressly represents that it has complied with those sections of the City's Code of Ordinances requiring that Harris has (i) delivered to the City an affidavit, on a City authored form, stating that Harris and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that Harris is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection g shall be deemed a material breach of this Agreement and shall be a violation of the City's Code of Ordinances.
- viii. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections i-vii.
- ix. Harris is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- x. Harris hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:



<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III Administration", then click on "Chapter 39: Ethics and Conflicts of Interest"]].

- xi. Harris is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.
- xii. As Harris conducts business with, Agreements, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- xiii. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.
- xiv. Prohibition Against Contingency Fees. Harris hereby represents that it has not retained anyone to solicit or secure an Agreement with the City upon an Agreement or understanding for a commission, percentage, brokerage or contingency fee.
- xv. Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to Harris set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all of Harris' records and files related to the performance of this Agreement and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(Signature Page Follows)**



IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

**HARRIS SCHOOL SOLUTIONS,  
N. HARRIS COMPUTER CORPORATION**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_



## **TABLE OF SCHEDULES**

**The following Schedules are herein incorporated and made material provisions of this Agreement:**

Schedule “A” -	Fees & Payment Schedule
Schedule “B” -	Service Availability
Schedule “C” -	Professional Services
Schedule “D” -	Support Services
Schedule “E” -	Security
Schedule “F” -	eTriton Software Overview
Schedule “G” -	Scope of Services/Project Requirements
Schedule “H” -	Student Data Privacy Rider



## Schedule "A"

### Fees & Payment Schedule\*

#### Pricing Page

##### Initial Cost

(Including training, and setup)  
\$0.00

##### Yearly Cost

Including all fees for support and housing of information for multiple service lines at each of the 31 sites.

Year 1                      \$38,224.62

Year 2                      \$38,224.62

Year 3                      \$38,224.62

Year 4                      \$38,224.62

Year 5                      \$38,224.62

**Total 5 year cost:                      \$191,123.11**

\*All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Service in accordance with Section 16(b)(ii) of the Agreement.

##### **PAYMENT TERMS:**

The Annual Subscription Fee and Hosting Fees will be invoiced upon contract signing, and each anniversary date, and shall be due and payable thirty (30) days from date of invoice.

One-half of the Professional Services Fees stated above will be invoiced upon contract signing and shall be due and payable thirty (30) days from the date of invoice. The remaining Professional Services Fees and any applicable travel and lodging expenses will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

##### **ADDITIONAL PROFESSIONAL SERVICE(S) FEES:**

Additional Professional Services may be provided on-site or via the telephone. Professional Service work provided via telephone is billed at the rate of one hundred-fifty dollars (\$150) per hour. On-site work is billed at the rate of one hundred-fifty dollars (\$150) per hour with a minimum of six (6) hours plus travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Harris Professional Services rate. Help line support and Support Services do not include training or other Professional Services.

Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or Harris recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per paragraph 4.

Professional Services include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

##### **RESET OF TERM TO MATCH FISCAL YEAR:**

Customer may request that Harris match the annual invoicing of the Annual Subscription Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to Harris in writing and during the Initial Term of this Agreement. If such election is made Harris shall, a) issue a prorated invoice for any Subscription Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.



**Schedule "B"**  
**Service Availability**

**Availability and Uptime Objectives:**

1. Availability of the Services is defined as when the Software Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.
2. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
  - a. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
  - b. Harris shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.
  - c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

3. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
  - a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Harris;
  - b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
  - c. The negligence or intentional acts or omissions of Customer Representatives or Users;
  - d. Scheduled maintenance or other mutually agreed upon downtime; or
  - e. Any other force majeure event, as set out in Section 21(l) of the Agreement.



**Schedule "C"**  
**Professional Services**

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following Professional Services for Customer:

1. If applicable, oversee and implement the conversion of Customer's existing software application data and migration to the purchased Harris Services substantially in accordance with the below Implementation Process Timetable.
2. Install the purchased Software Services in Harris' hosted environment, perform the necessary set up and configuration operations, perform initial testing and parallel testing in accordance with below Implementation Process Timetable.
3. Provide the training substantially in accordance with the below Implementation Process Timetable.

**IMPLEMENTATION PROCESS AND TIMETABLE**

**COMPLETION OF SERVICES – GLOBAL TIMETABLE**

1. Project Commencement Date: TBD at Implementation Planning Meeting
2. Estimated Project Completion Date: TBD at Implementation Planning Meeting
3. Project Schedule: TBD at Implementation Planning Meeting

The parties shall each assign a project manager responsible for driving tasks and deliverables for their respective teams.

**COMPLETION OF SERVICES – KEY PHASE TIMETABLES**

1. Conversion Process

Projected Commencement Date:	TBD at Implementation Planning Meeting
Projected Completion Date:	TBD at Implementation Planning Meeting
Estimated Hours Required:	TBD at Implementation Planning Meeting

2. Installation/Setup

Projected Commencement Date:	TBD at Implementation Planning Meeting
Projected Completion Date:	TBD at Implementation Planning Meeting
Estimated Hours Required:	TBD at Implementation Planning Meeting

3. Training

The parties will mutually agree upon an appropriate training schedule based upon the purchased modules and the corresponding required skills and availability of Customer staff members.

- (a) Harris recommends a class size of eight (8) students. Customer may be assessed an additional charge at the then current Harris rates for class sizes larger than eight (8) students where it has been determined by Harris that an additional instructor is required.
- (b) Customer is required to make copies of the training manuals for the training classes. Photocopy, electronic duplication and distribution is subject to the confidentiality restrictions and obligations contained in this



Agreement.

- (c) On-line reference documentation is available and may be printed by Customer solely for its internal use in accordance with Section 2 of this Agreement.



## **Schedule "D"**

### **Support Services**

#### **Standard Guidelines**

The purpose of this Schedule "D" is to define:

- Harris' standard Support Services coverage (i.e. the Support Services that are included with the annual recurring subscription and hosting fees listed in Schedule "A"),
- Harris' call priorities process and escalation procedures, and
- Other relevant Support information.

Harris reserves the right to make modifications to this Schedule as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the Customer.

The services listed below are services that are included as part of Harris Support Services:

- 800 / 888 Toll Free Telephone support
- Software for Life Philosophy:
  - Guaranteed Support on the purchased Software Services for life, and
  - Seamless and Cost effective upgrade solutions to leverage technological advances.
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free 24 x 7 online access to Support information
- Standard releases and updates:
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may apply depending on scope)
  - Payroll regulated changes
  - Release notes

#### **Support Hours**

- Standard Support hours are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated company holidays as defined in this Schedule.
- Support hours may vary by specific product line.
- Weekend Support is available for an additional fee (and must be scheduled in advance).

#### **Response Times**

Harris uses commercially reasonable efforts to ensure that incoming calls are handled in the order that they are received. Please note that response times are dependent on the priority of a call and calls are escalated based on the urgency of the issue reported. Response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours



## Call Priorities: Defined

In order to address Support calls efficiently, Harris' Support Services team will work with each customer to determine the severity of the incident reported and assign a priority level to each case. The priority level relates to the impact of the incident on a particular customer's ability to use Harris' products and/or solutions. Cases are then escalated through various levels of expertise for resolution. When a customer initially contacts our Support Services team about a problem and a trouble ticket is opened, the customer must set an initial Priority Level for the corresponding issue based upon Harris' incident case criteria as follows:

**“Priority 1 - High”** means a problem has occurred where (i) the customer's mission critical system(s) are down; or (ii) a substantial portion of the customer's mission critical data is at a significant risk of loss or corruption; or (iii) the customer has experienced a substantial loss of service; or (iv) the customer's business operations have been severely disrupted; and in each of the foregoing situations (i) through (iv), no workaround is immediately available.

Examples of a Priority 1 issue include:

- The System or Service is Down or inaccessible
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- System errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

**“Priority 2 - Medium”** means a problem has occurred where major functionality is severely impaired. The customer's operations can continue in a restricted fashion, although long-term productivity might be adversely affected.

Examples of a Priority 2 issue include:

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

**“Priority 3 – Low”** means a problem has occurred that has a limited adverse effect on the customer's business operations or (ii) a minor condition or documentation error that has no significant effect on the customer's operations; or (iii) a suggestion for new features or an enhancement regarding the Services.

Examples of a Priority 3 issue include:

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Recommendations for enhancements on system changes
- Questions on documentation



## Call Process

All Support issues or questions must be initiated with a Support call via one of the following channels:

- Phone
  - eSupport (via website),
  - email, or
  - fax
- All calls must contain at a minimum: organization name, contact person, software or product name and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
  - All calls are logged into Harris' support tracking database and users are provided with a call id to track their corresponding issue.
  - All calls are stored in a queue and calls are handled on a first-call first-response order.
  - As the assigned support representative investigates an issue, the user is contacted and advised on the issue status and the course of action that will be taken for resolution. If additional information is required, the user will be contacted by the assigned support representative to supply the information required.
  - All correspondence and actions associated with the call are tracked in Harris' support database. At any time, if applicable, a user may log onto Harris' support site to determine the status of their issue.
  - Once a call has been resolved, users receive an automated notification by email that the issue (and associated call) has been closed. The email notification contains the entire event history of the call from the time the call was created and leading up to the resolution of the call. Users also have the option of viewing both their open and closed calls, if available to the user, via the Harris' support website.
  - If an issue needs to be escalated to a development resource or programmer for resolution, the issue will be logged into our development tracking database and the user will be provided with a separate id number to track the progress of the issue. At this time, the support call will be closed and replaced by the development id number. The development id number will remain open until the issue has been completely resolved. Issues escalated to development will be scheduled for resolution based upon the nature and complexity of the issue.
  - Users may contact Support Services at their convenience for a status update on any development issues, or may log onto the Harris Support website to view your issues on-line.

## Escalation Process

Harris' escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time a user is not completely satisfied with the resolution of their issue, they are encouraged to escalate with Harris' Support Services organization as follows:

- Level 1:** Contact the Support Representative assigned to working on the issue
- Level 2:** Contact the Support Supervisor
- Level 3:** Contact the Director/Manager of Support
- Level 4:** Contact the Vice President of Support
- Level 5:** Contact the Executive Vice President of Harris School Solutions; Nutrition Solutions Group



## **Holiday Schedule**

Below is a listing of Harris recognized holidays. Please note that Support Services is closed on the designated days as outlined below.

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day after Christmas

## **Billable Support Services**

The following is a list of services that are "out of scope" and not included in the Agreement; and are considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports - Interfaces to other applications
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- Set-up or establishment of a test environment or database

## **Test Databases & Environments**

Harris may need to support a particular customer by maintaining establishing an independent environment for testing purposes. This provides customers with the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to a customer's live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

## **Connection Methods**

For certain applications, Harris may require that a communication link be established and maintained between Harris and the Customer site. It is the customer's responsibility to ensure the connection is valid at their location so that Harris Support staff is able to connect to the site and resolve any issues. Harris' supported methods of connection are: Direct internet, Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

## **Hardware and "Third Party Support" – if applicable**

Harris is not responsible for providing Support on Third Party components, plug-ins or hardware systems.



**Schedule “E”**  
**Security**

1. Harris shall store and process Data in accordance with commercially reasonable practices, including appropriate safeguards, to secure such Data from unauthorized access, disclosure, alteration and use.
2. Harris shall ensure that its employees and subcontractors who have potential access to Data have undergone appropriate background screening and possess the required qualifications to comply with the terms of this Agreement.
3. Response to Legal Orders, Demands or Requests for Data.
  - a. Where permitted by law Harris shall:
    - i. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Harris seeking Data;
    - ii. Consult with the Customer regarding its response;
    - iii. Cooperate with the Customer’s reasonable requests, at Customer’s expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
    - iv. Upon the Customer’s request, provide the Customer with a copy of its response.
  - b. If the Customer receives a subpoena, warrant, or other legal order, demand (“requests”) or request seeking Data maintained by Harris, Customer will promptly provide a copy of the request to Harris. Harris will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer’s reasonable requests, and at Customer’s expense, in connection with its response.



### 7. Additional Data – eTriton Software Overview

Harris School Nutrition Solutions is helping districts around the country build a better school lunch program by offering an *all-inclusive* and integrated suite of products including Point of Sale, Bidding, Inventory, and comprehensive financial management and reporting tools. eTriton provides clear visibility to your entire school nutrition operation from inventory, production, and applications to daily sales at each site. eTriton saves nutrition professionals valuable time and reduces districts operating costs through task automation, reduced waste, and more informed operational decision making.

When choosing eTriton, any district can have the confidence in selecting an industry leading software with fully integrated modules, at an industry-leading price point. The eTriton solution includes:

Point of Sale	General Ledger
Application Processing	Accounts Receivable
Central Kitchen	Accounts Payable
Inventory	Meal Planning/Nutrient Analysis
Purchasing	Production
Vending	Reporting

Our full solution offering allows for easy standardization across all districts and schools, without a penalty of additional charges for adding features or modules. The other benefit is that schools can customize their configuration at any time to use additional modules without additional cost. The full suite is already yours.

Other key Harris advantages are our *customizability* and *scalability*. Many schools have run into serious challenges with other solutions that require them to change the way they run their programs to fit the software or pay for expensive custom developments. eTriton is a complete solution out of the box but is eminently configurable and scalable to a school's size and operational methods. During the implementation we can easily scale our solution from small districts to schools to major districts with dozens of schools and complex central kitchen operations. We can even create multiple inventories within a single district to allow for segregation for contracted schools. We take the time to learn your established processes and configure eTriton to *meet your needs*.

eTriton's Point of Sale is designed to be intuitive to the user, allowing nutrition professionals to serve meals quickly and keep the lunch lines moving smoothly.

eTriton, Harris' premier cloud-based software, empowers districts to focus on the most important aspects of Child Nutrition – supporting students and providing high-quality healthy meals.

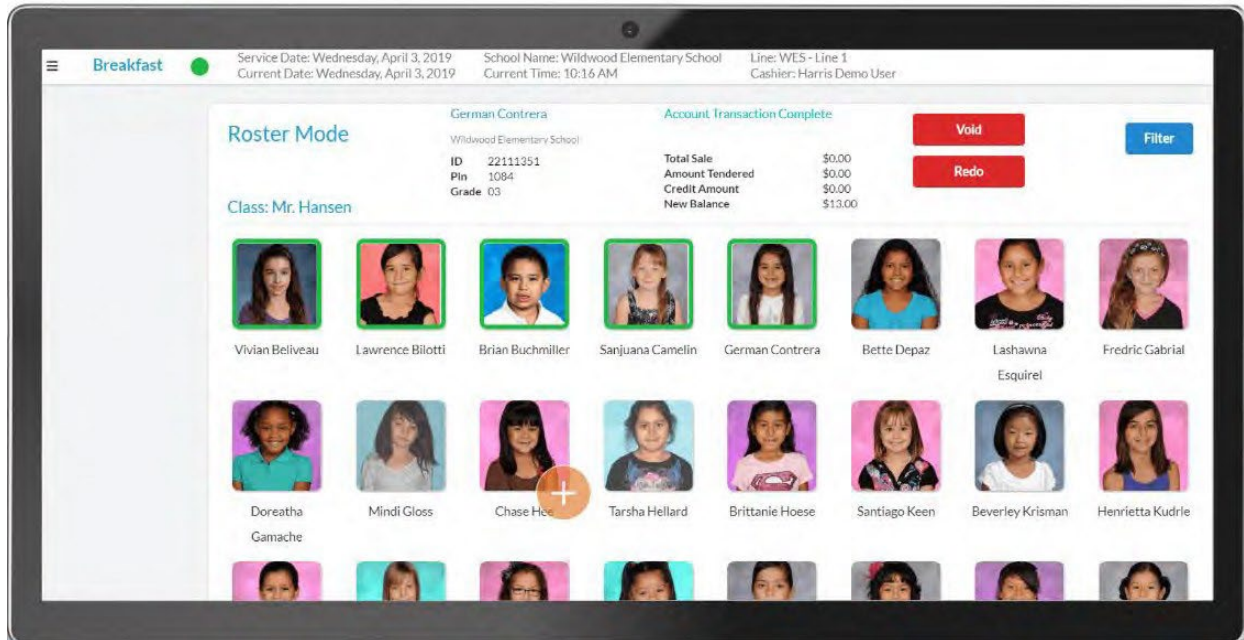
At Harris, we understand the importance of families. With eTriton your districts will utilize our Parent Portal, which gives parents access to Menus, online Applications, and online Payments. Simplifying the process while engaging the parents! Our online Payment feature can also be utilized district-wide to simplify parents access to all fees and costs throughout the district.

#### Point of Sale

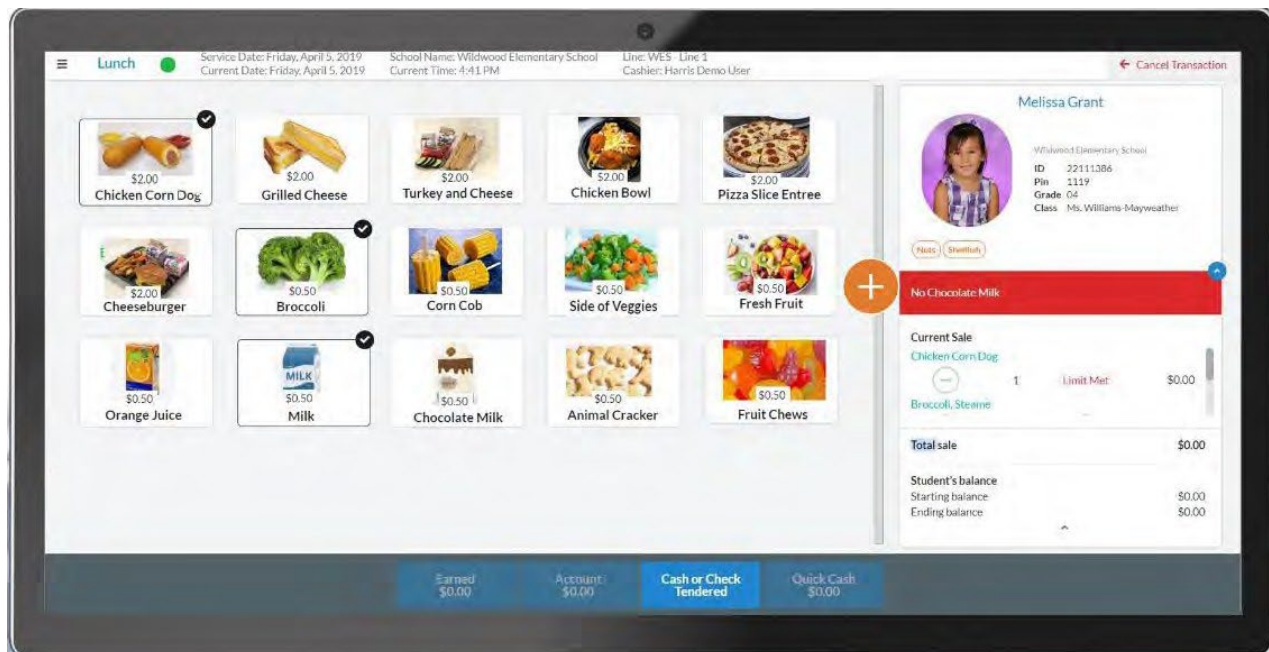
eTriton, one of the first web-based school nutrition product on the market, offers a 100% browser-based Point of Sale, which means no installation is necessary, and no proprietary equipment is required. Our software can operate on any device with a web browser. This gives our customers the flexibility of using the device that best meets their needs instead of proprietary hardware. This includes using tablets for serving anywhere inside or outside of the school. Harris created one of the industry's first cloud-based point of sale platforms, and from the start implemented technology to protect users from any disruption in internet connectivity. All of the Point of Sale functions operate as usual in the event of a loss of Wi-Fi. Operators just serve as usual while all transaction data is stored on the devices cache. The serving data is uploaded seamlessly and automatically as soon as an internet connection is re-established.

Last year, eTriton served over a quarter of a billion meals with **zero** interruptions of service for internet issues. Terminal Configurations are set up based on Site, School Type, or Individual POS simplifying serving lines for users. Operators can use Roster Mode or have students identify themselves by a PIN or Student ID. Touchless identification is also available through easy barcode scanning.





Another option included with the POS is our Component-Based Menu. This serving mode automatically combines eligible combinations of a-la-carte items into reimbursable meals. This ensures your districts receive all the reimbursements that they are entitled to. This also provides a very accurate item level accounting, enabling improved tracking and reporting for production and inventory.





Operators are alerted when a student has an allergy or intolerance and must acknowledge seeing the alert before moving onto the next student. Once activated, the alert stays on the student screen until the next student transaction is started. Other notifications can also be added to individual accounts to notify operators of parental request or need.



Operators and the District have several options on how to serve students, all customizable on the fly from the Point of Sale. This allows each school to select the serving options best for each serving scenario. Options include:

**General Service**

Operator selects food items for an identified student

**Autoserve**

Operator serves a complete meal in a single click to an identified student

**Roster Service**

Operator selects student from a classroom photo roster and serves them a meal.

**Component-Based Menu Service**

Operators select menu items; transaction is converted to a meal if it meets the requirements

These options can be selected by district, school type, individual school, or individual point of sale station.

eTrition's Point of Sale also allows for operators to add money to students accounts at any time, including during meal service, and the ability to communicate directly with vending machines for meal or a-la-carte vending.

Operators can have the ability to cancel or void transactions if permitted by their role, but Transaction History is maintained in eTrition for recall and Audit purposes.

**Meal Application Processing/Verification**

Our Application-Processing Module offers on-line application, manual applications entry, Direct Certification, Verification, and all required letters. Both manually completed and online applications are time stamped and assigned a notification. Applications can be updated with eTrition to staff who are properly credentialed to make changes to applications.

Direct Certification is simplified with a quick set up of import settings and once the file is received from the state entity, it can be quickly imported into eTrition. Once the import is completed, the user is notified of the completion and a record of the changes.



eTriton makes verification an easy process that is started with a single click. The district can select their desired Verification Classification, and select from Standard Error Prone, Alternate Focused, or Alternate Random options.

## Verification Utility

**Verification**

School Year:  Start Date:  Secondary Date:  [Back](#)

[Print Notification Letters](#) [Print Warning Letters](#) [Process Failures to Respond](#) [Print Verification Tracking Report](#)

Starting Counts | Selected Applications | Secondary Counts

**Participating Schools**

	School Count	Enrolled Patrons
All Schools	27	
Community Eligible Schools	21	18057

**Income Based Counts**

	Application Count	Patron Count
Free	389	511
Reduced	339	431

Users can print a Verification report at any time to confirm where they are in the process. All notification letters are 100% customizable and available in English and Spanish, with the ability to translate as needed to other languages. All standard USDA requirements are met regarding Verification, including application grace periods.

An Online Application can be completed using EZMealAPP on the Parent Portal. Once completed the application syncs to eTriton for processing. Staff is alerted and can proceed with the verification of the student information. Once the information is verified, the application is processed, followed by an immediate status change in the system.

**EZMEALAPP APPLICATIONS TO PROCESS**

Name	Confirmation Number	Date Signed
<a href="#">Carlota Marquez</a>	3XYCD-F26MX	6/21/2019 8:38:48 AM
<a href="#">Carlota Marquez</a>	Q8WVR-MJTVB	6/21/2019 9:41:29 AM
<a href="#">Bob Fred</a>	GGGRQ-R8PJ8	1/8/2020 6:20:34 AM
<a href="#">Bob Fred</a>	RK4JY-P7TBV	1/8/2020 6:24:07 AM
<a href="#">Bob Fred</a>	6BKHD-63TRC	1/8/2020 6:25:24 AM

### Reporting Analysis

eTriton includes over 100 customizable reports that are comprehensive and utilize real time data. Each module has its own set of related reports preconfigured to get you the information you need quickly. Users can schedule and automate the running and distribution of reports, including all USDA claim reports.

Another powerful eTriton feature is the ability to create your own custom report. While this is an easy process, if customers need additional help our world-class support team is at the ready to assist. Some additional key points regarding eTriton's reporting functionality include:



- For security and data integrity, when a month's claim is completed and submitted, monthly reports can be locked to ensure the data isn't accidentally changed.
- End of Day daily reports are fully customizable and completed with just one click, saving Managers and Staff time, and saving the district money.
- Report Groups are easily set up and grouping of information and reports can be shared. All reports within eTriton can be scheduled and emailed or placed on an FTP Server. Previous reports can be quickly accessed via the Job History screen, which provides a 30-day activity report.
- Reports are available in PDF, HTML, excel, and .csv format.
- Our reporting module includes a Letter section which allows districts the ability to utilize standard NSLP related letters including Application, verification, Low and Negative Balance Letters, but also allows for customizable letters to be created and used as needed by the district. All required reports listed in the RFP are available in eTriton.


### Menu Planning / Nutrient Analysis / Production

eTriton is USDA certified and simplifies meal planning, beginning with an information-packed database of individual ingredients right out of the box. This includes all USDA ingredients. Customers can enter ingredients, recipes, and menus with confidence that all meals will meet mandated nutritional requirements. Users may input an unlimited number of Ingredients, Recipes, and Menus.

eTriton houses your entire nutrient, meal pattern, and allergen information on single page to help you access the information you need quickly and plan balanced meals efficiently.

## Recipes

Edit Recipe



Recipe Code  
D-110

# of Servings\*  
25.00

Select Photo

Description\*  
Barbecued Chicken

Serving Size\*  
cup

Gram Weight per Serving  
256.766

Menu Description\*  
BBQ Chicken

Category\* [Quick Add](#)  
ENTREE

☒ Hot
 ☒ Active
 ☐ Non-Production
 ☒ Show on Menu

[Print Recipe Report](#)

Ingredients	Servings	Directions	Fat / Moisture Change	Notes	Nutrient Analysis	Meal Pattern Analysis	Attachments	Allergens
1 11282 Onions, raw	2.000	tbbsp choppec	0.000					
2 2028 Spices, paprika	1.000	tbbsp						
3 2009 Spices, chili powder	1.500	tsp						
4 11949 Catsup, low sodium	2.750	cup						
5 2020 Spices, garlic powder	0.500	tsp						

We also offer easily accessible cost-per-serving information and serving size controls, helping districts accurately forecast costs and manage purchasing.

Cycle menus are easily created in eTriton, allowing the district the ability to create Calendar menus for all school sites in a few simple steps. Once the Calendar menus have been completed, sites have access to the required production records, instructing staff on what needs to be served day-to-day.



Planned Feeding Figure  

Offered Feeding Figure

Total Student Meals Served  

Total Adult Meals Served  

Total CNP Staff Meals Served  

Grand Total Served

[Back](#)
[Production](#)
[Planned Cost](#)
[Print Production Report](#)

### Production Recipes

	Recipe Code	Description	Serving Size	Student Projected Serving	Total Projected Serving	Produced Amount	Student Serving	Pre-K Meals	A La Carte	Left Over	Waste
✖ ☐ ☐ +	L-6	CHICKEN, DRUMSTICK BREADED	Each	0	65	0	0	0	0	0	0
✖ ☐ ☐ +	L-82	Honey Biscuit	Each	0	65	0	0	0	0	0	0
✖ ☐ ☐ +	L-95	QUESADILLA, CHEESE - AZTECA CRISPY SHELL	Each	0	65	0	0	0	0	0	0
✖ ☐ ☐ +	L-4	UNCRUSTABLES GRAPE WWV 5.3oz	EACH	0	65	0	0	0	0	0	0
✖ ☐ ☐ +	L-30	YOGURT, STRAW/ BAN 8 OZ / GRANOLA	EACH	0	65	0	0	0	0	0	0
✖ ☐ ☐ +	V-38	SALAD, MIX W/SPINACH	CUP	0	60	0	0	0	0	0	0

eTriton's detailed Production Records track waste and leftovers, allowing districts to save money by eliminating unnecessary waste and providing improved tracking of daily sales and servings.

### Inventory/Central Warehouse

Our powerful Inventory module provides a high degree of visibility and control for the district. Powerful dashboards display important information, all updated in real-time. The district is in complete control of critical functions including defining Units of Measure, assigning purchase authorities (Transfer Groups), and item substitutions. The inventory module also provides easy access to important data including Vendor Information, On Hand Quantity, Cost History, Bidding History. Users can annotate any inventory item with comments, pictures, and attachments. eTriton allows food service managers to keep tight control of data through security settings and role access. Data and operational features are available to only the staff that needs access.

Inventory can be managed as either perpetual, periodic, or a combination of the two across warehouses and sites.

Most importantly, eTriton's inventory module is fully integrated with all aspects of eTriton including Production, Ordering, Menu Planning, and Sales. This means that inventory items can be tracked from arrival in the warehouse to the student's tray. As products are sold at the point of sale, eTriton automatically removes items from inventory and production. This gives Food Service Directors an accurate real-time view of the day-to-day operations.

eTriton's Inventory module allows staff to easily perform key functions including:

- Create vendor orders for upcoming cycle menus
- Order from multiple vendors in one step
- Transfer items between buildings
- Create pick sheets
- Assign drivers and routes
- Barcode scanning of items
- Customizable Physical Counts
- Inventory reporting across all sites in a single report

Order Guides created with the Menu Planning module allow Site Managers to see what is needed for a cycle menu and quickly place an order with vendors.



Critical Item information is stored in tabs on a single item page, giving users quick access to the data they need.

## Inventory Item

**Item Information**

Item Code 1495	Description* BEEF PATTY & CHEESE SANDWI	Item Category* Food	Purchase Price	Last Purchase Order Price	Current Cost \$38.29
Default Safety Stock Level 50	Default Reorder Quantity	Default Minimum Order 500	Default Maximum Order	Central Warehouse On Hand Quantity 6 CASE	
Bid Term	Bid Line Number	Bid Number	Bid Price	On Order Quantity 0 CASE	
Select Screen to Add This Item	Manufacturer	Inventory Class Inventory		Requested Quantity 0 CASE	

☒ Allow Back-Order
 ☐ Taxable
 ☐ Drop Ship Item
 ☒ Active

[Back](#)
[Save and Close](#)
[Save](#)
[Link](#)

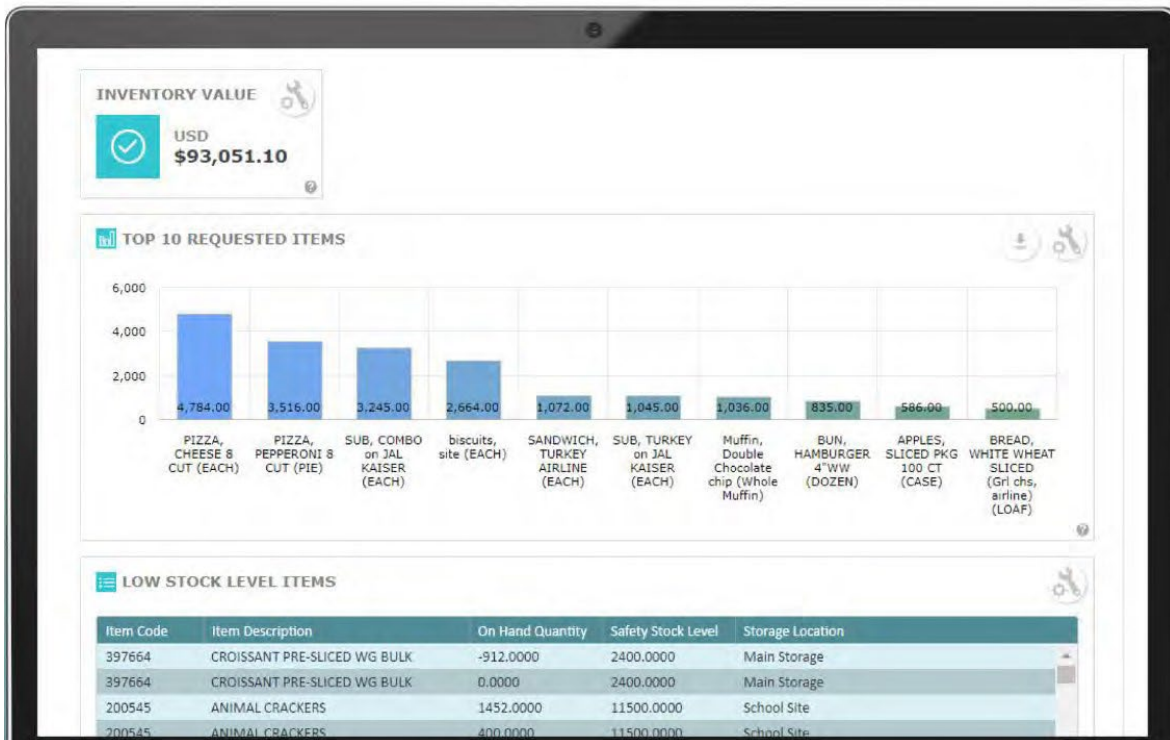
[Units of Measure](#)
[Transfer Groups](#)
[Warehouse Details](#)
[Substitute Items](#)
[Vendors](#)
[History](#)
[Custom Fields](#)
[Sub Storage Locations](#)
☐ Display Inactive

Description	Quantity	Price	Default	Default for Transfer	Active
EACH			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CASE	50 EACH		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

[+ Add New Unit of Measure](#)

[On Hand Quantity](#)
[Adjustment History](#)
[Cost History](#)
[Purchase Order History](#)
[Comments](#)
[Attachments](#)

The Inventory Dashboard is a condensed version of all the reporting capabilities of the Inventory Module. It provides all the information needed to make informed decisions about item stock levels and inventory value.





### Bid Analysis

Bid Analysis is a critical function that helps districts to quickly evaluate multiple vendors and find the best pricing for required items.

The Bidding System will export existing data out of eTrition into a formatted bidding document that can be emailed to the desired Vendors. The Vendors can simply input pricing for each requested line item & return the completed document. Once all vendors have responded to the bid, the information is easily imported into eTrition for comparison. Bid data will be analyzed by the system and results reported to administration for a side-by-side review.

Entire bids or individual items can be accepted and awarded, allowing districts to choose their Vendor of Choice for any item. Accepted bids will then automatically update pricing, unit of measure, and vendor of choice for each bid item in the system. As future purchase order guides are generated, they will have all the required information pre-populated.

### Ordering

The ordering functionality of eTrition leverages our tight integration across modules. Sites have the ability to easily order what they need for any Cycle Menu through our Purchase Order Guide. eTrition does all the work pulling together items and counts required, but operators have the ability to edit as needed. Food Service Directors can control item ordering permissions to ensure sites are not ordering items that they cannot sell or have in inventory. The district can also choose to require order approval if that is part of the desired process.

## Purchase Order Guide

### Purchase Order Guide

Warehouse*	Delivery Address*	Date Needed*	Comment
Warehouse	Main Address	4/1/2020	

[← Back](#)

### Items

Description	Item Code	Item Category	Vendor	Unit of Measure	Quantity	Cost Per Unit
		Food	Sysco			
100% WG Whole Wheat Bagel, 3.0 oz, 6 pack	1506	Food	Sysco	CASE (125.00, EACH)		\$29.99
APPLESAUCE CUPS (96 EACH)	1488	Food	Sysco	CASE (96.00, EACH)	6	\$0.00
BAGELS WG WRP 3 OZ (72 EACH)	1448	Food	Sysco	CASE (72.00, EACH)	7	\$0.00
BAR BERRY APPLE CRISP (120 EACH)	1505	Food	Sysco	CASE (120.00, EACH)		\$42.90
BEANS GARBANZO (6/#10 CAN)	1063	Food	Sysco	CASE (6.00, EACH)	84	\$23.40
BEANS GREEN FROZEN (20 LB)	1172	Food	Sysco	CASE (20.00, EACH)		\$15.33
BEANS REFRIED DRY (6 BAGS)	1358	Food	Sysco	CASE (6.00, EACH)	84	\$0.00
BEANS VEGETARIAN WITH SAUCE (6/#10 CAN)	1377	Food	Sysco	CASE (6.00, EACH)	84	\$24.15
BEEF MEATBALL (2/20 LB BAG)	1217	Food	Sysco	CASE (2.00, EACH)	250	\$59.65

### Financial Analysis

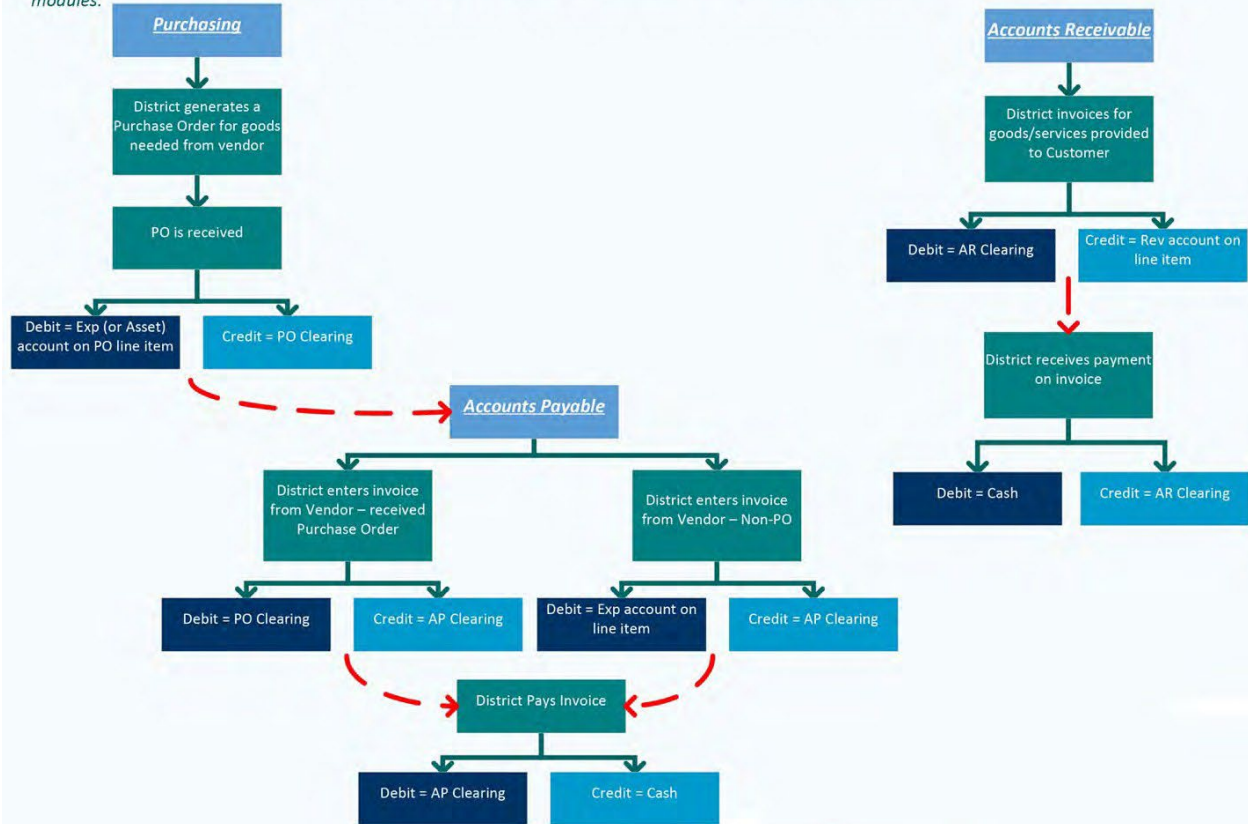
eTrition offers General Ledger, Accounts Receivable, and Accounts Payable modules as part of our suite of products. Unlike most software companies, these modules are included with the base price of the software. The financial modules support a Chart of Accounts of up to 32 characters which will allow for an interface with the district's existing ERP system and eliminate the need for dual entries.



Please see Addendum 4 at the end of this proposal for detailed examples of many of our standard reports.

### eTrition 7 – Financial Modules General Ledger Postings Flow Chart

This flow chart outlines the accounts that are typically debited/credited when tasks are performed in the Financial modules.



### Online Meal Payment System

EZSchoolPay is our school payment processing software that simplifies and streamlines how parent and students pay for lunches, how school nutrition staff collect payments, and how district administrators account for and manage money. In an effort to increase parent engagement, this website enables parents to have full access to their student's payment history and purchases made thru the school cafeteria. At Harris, we will meet or beat your existing fees to ensure that your parents are paying the lowest prices in the industry.

EZSchoolPay handles more than just school lunch transactions – it also conveniently manages payments for yearbooks, school apparel and any other dues or fees your district collects. Funds will be routed directly into your district bank account within 24 hours. eTrition has the tools school and district administrators need to generate detailed reporting on transactions. Like all other data within eTrition, EZSchoolPay data is protected with the most sophisticated security available: 256-bit, PCI-compliant digital encryption.





# Schedule "G"

## Scope of Services/Project Requirements

(attachment 1 to RFP 7174)

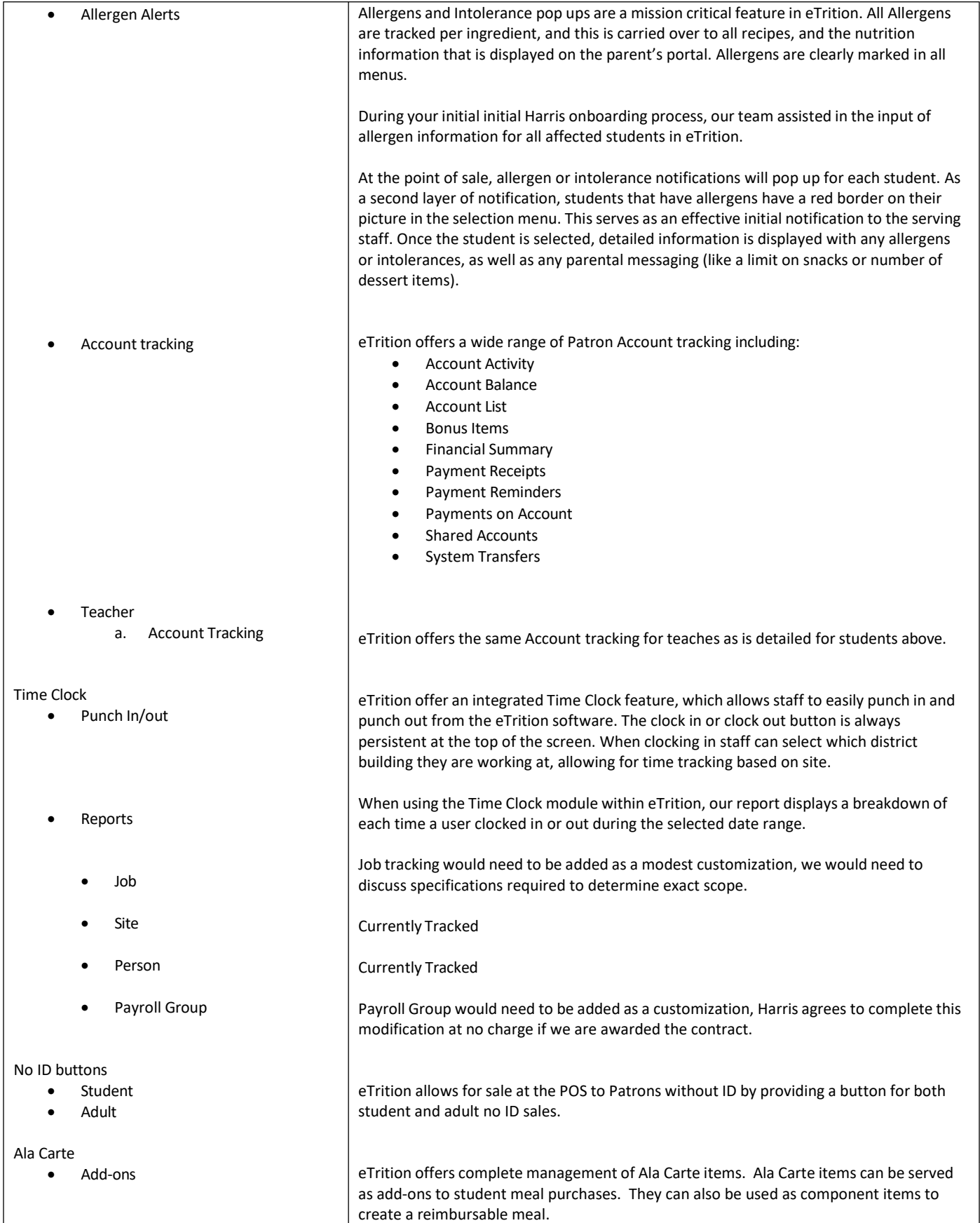


<p>Must Support Current Hardware</p> <ul style="list-style-type: none"> <li>• MS75 Computers</li> <li>• Windows 10 Pro or newer</li> <li>• Office 2017 Pro or newer</li> </ul> <p>Import Existing Historical Data from our current system</p> <p>Timely Support</p>	<p>eTriton is the current platform used and is already running on the existing hardware</p> <p>No import is necessary as eTriton is the current platform</p> <p>Harris prides itself in having an outstanding support team that offers unlimited phone and e-mail support to all of our customers.</p> <p>The Harris Support Team prides itself on first contact resolution and exceeding customer expectations on every call. With over 30 years of industry experience, we understand the importance of our customers' time and the critical nature of resolving support questions quickly and comprehensively.</p> <p>Our world-class support team answers almost 95% of our support tickets within the first hour of the ticket being opened, with most answered within 15 minutes. This is due to a highly efficient and knowledgeable team, and a support queue that is unified across phone, email, and web based ticket submissions. Due to the design and ease of use of eTriton, almost 88% of our support tickets are resolved on the first call.</p> <p>We also provide each district access to a dedicated support portal. This valuable resource provides access to a comprehensive support library with step-by-step resource documents and video tutorials that answer almost any question about the eTriton platform. In addition, users can submit support tickets and review any historical responses to support questions. Standard Support hours are from 7:00 a.m. EST to 8:00 p.m. EST.</p>
<p>Cloud based ability to serve offline</p>	<p>The eTriton solution is cloud based, and offers the ability to serve offline in the case of a loss of network connectivity. Harris created one of the industry's first cloud-based point of sale platforms, and from the start implemented technology to ensure the Point of Sale functions operate as usual in the event of a loss of an internet connection. All transaction data is stored on the devices cache and uploaded seamlessly and automatically as soon as an internet connection is re-established.</p>
<p>Compatibility with IE and Chrome</p>	<p>eTriton offers full compatibility with IE and Chrome</p>
<p>Training</p> <ul style="list-style-type: none"> <li>• 2 Sessions in first year</li> <li>• Yearly training as requested by city</li> </ul>	<p>As eTriton is the current platform, all training is complete. No additional training is required. Harris would like to offer a five hour live staff training session at no charge, custom-tailored to the district's needs. This training will be recorded, and the video made available to the Waterbury staff.</p>
<p>Rollover</p> <p>Yearly Rollover of students</p>	<p>eTriton offers yearly rollover of students</p>
<p><b>POS system</b></p> <p>Tracking</p>	<p>eTriton provides thorough tracking across all modules. The system tracks all changes and who made them.</p>



<ul style="list-style-type: none"> <li>• PowerSchool Upload</li> <li>• Meals Served</li> <li>• Free Reduced %</li> <li>• Students</li> <li>• Location</li> </ul>	<p>eTriton is the current platform, and PowerSchool uploads are configured and operational</p> <p>eTriton's Meal Count report displays a count of meals served during a specified date range, based on Eligibility Status, Payment Type (Cash, Prepaid or Earned) and either School or Grade.</p> <p>eTriton's Participation report will display a count of patrons that participated in the meal service program during the selected date range, for each meal session. This report also displays amounts for total reimbursement and total revenue.</p> <p>eTriton provides a comprehensive toolset to review, track &amp; update student information. This includes status and applications, ID number, address, allergens, parent notifications, associations with other patrons, point of sale limits, notification history and more. Additionally , eTriton can save any documents (doctor's notes, parent letters for example) in the Patron Information screen.</p> <p>eTriton offers a wide range of Student Account reports (see Account tracking, below).</p> <p>Additionally, eTriton offers a wide range of Patron Information reports including:</p> <ul style="list-style-type: none"> <li>• Patron Barcodes</li> <li>• Custom Field Counts and Detail</li> <li>• Patron Data</li> <li>• Patron ID Cards</li> <li>• POS Roster</li> </ul> <p>eTriton provides a wide range of tracking and reporting for all district school locations including:</p> <p>Menus Production reports Inventory Participation rates by location Location reconciliation reports Applications and eligibility Site reimbursement Meal counts Visiting patrons Edit Check Meal Assessment Missing Sales Monthly Sales Summary Provision School Edit Check Sales Variance No ID Transactions Sales by location Sales Item Counts Sales Item Counts by Grade Group Sales Item Transaction Detail Sales Item Transactions Sales Item Usage Transaction Journal</p>
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<ul style="list-style-type: none"> <li>• Price Changes</li> <li>• Free form for one offs</li> </ul> <p>Adult Meals Employee Meals</p> <ul style="list-style-type: none"> <li>• Full Time</li> <li>• Part Time</li> </ul> <p>31 Sites Multiple serving lines per site</p> <p>Reporting</p> <ul style="list-style-type: none"> <li>• Daily Deposit <ul style="list-style-type: none"> <li>○ By Site</li> </ul> </li> </ul> <p>No ID</p> <p>Direct Certification</p> <ul style="list-style-type: none"> <li>• Able to upload from State site <ul style="list-style-type: none"> <li>○ By Name and DOB</li> <li>○ By Student ID number</li> </ul> </li> </ul> <p>Register Reporting</p> <ul style="list-style-type: none"> <li>• Meal Count <ul style="list-style-type: none"> <li>○ By Site</li> </ul> </li> </ul>	<p>Prices can be changed as needed. eTriton supports the ability to offer different pricing based on school type, grade or patron type. Price changes can be made in advance by setting a price effective date which makes it easy to manage prices for the upcoming school year well in advance.</p> <p>eTriton allows users to make buttons for specific prices so buttons are not needed for each item.</p> <p>eTriton supports the serving of adult meals, and can track non-student accounts for full time and part time employees with the ability to fund their accounts using our payments platform EZSchoolPay. eTriton also has the ability to offer free earned meals or customizable priced meals to full time or part time staff as required.</p> <p>Waterbury Public Schools is currently using eTriton as their point of sale solution. eTriton supports unlimited serving lines per site, and multiple pin-pads per point-of-sale.</p> <p>eTriton's Bank Deposit report allows users to print a deposit slip, displaying the total dollar amount, in Cash and Checks, where applicable, for each School. The bank's name and address. The district's account and routing information can be printed on the deposit slip if desired.</p> <p>In addition, eTriton offers a variety of cash reconciliation reports, including Cash Over Short Report, Cash Count Verification and Cash Receipts.</p> <p>eTriton's No ID Transactions report displays any transactions entered through the Point-of-Sale that are not associated to an individual patron record for the Transaction and Serving Date ranges selected. Typically, this occurs when a transaction is entered under the 'Student Cash' or 'Non-Student Cash' options at the Point-of-Sale.</p> <p>The custom Direct Certification Utility in eTriton is customizable so that users can import a file in a variety of formats from a variety of sources in order to certify students. The utility will match on ID, Name + Birthdate, Name + custom identifiers (State vs. local id for example) etc.</p> <p>Certification can be identified and recorded for specific programs such as SNAP, FDPIR, Medicaid, Medical and students can be certified as free or reduced. Benefits can be extended to identified household members.</p> <p>The Direct Cert can be scheduled to run and pull a file from a designated file location in order to automate the process each school year. Files can be obtained from a file location or an SFTP server.</p> <p>If the State offers other options to obtain the Direct Cert data (via API for example) Harris will work with Waterbury Public Schools to automate the process as much as possible.</p> <p>eTriton's The Meal Count report displays a count of meals served during a specified date range, based on Eligibility Status, Payment Type (Cash, Prepaid or Earned) and either Site or Grade.</p>
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<p>Edit Check</p> <ul style="list-style-type: none"> <li>Meals Served <ul style="list-style-type: none"> <li>Breakfast (total breakfasts served for time frame)</li> <li>Lunch (total lunches served for time frame)</li> <li>By Site</li> </ul> </li> </ul> <p>Enrollment</p> <ul style="list-style-type: none"> <li>Highest (we want the highest enrollment for the time frame)</li> <li>By Site</li> </ul> <p>Attendance Factor</p> <p>Sales Report</p>	<p>Edit Check report displays, by Site and Date, the total patrons approved for each Eligibility Status for each applicable reimbursement program. This report also calculates the Participation percentage for each date in the selected month, for each reimbursement program.</p> <p>The Edit Check displays all meals by reimbursement program. Total breakfasts and total lunches are displayed by day, by site, by session for the time frame selected.</p> <p>Options to 'Show Highest Eligibility Counts' and 'Use Actual Counts for ADA' are available, as desired: Edit Check report displays, by Site and Date</p> <p>Attendance Factor can be recorded by district or by site. The Attendance Factor is then used on the Edit Check to assist with auditing and preventing over claiming.</p> <p>eTriton contains a variety of sales reports that can be used to track sales revenue and reconcile the monthly claim. These reports include, but are not limited to:</p> <p>The Sales Data report displays information for sales and payment transactions entered within the date range selected. There are multiple variations of this report, such as the 'Sales Detail,' 'Sales Summary' or 'Sales Detail Consolidated' that can be run, with options to display the detail of each Sales Item, or to show the figures by Date (when using the 'Sales Summary' version). This is often a go-to report for many when needing to verify figures for a particular date or date range, and can be run by each meal session, school or school types, as desired.</p> <p>The Sales Summary report is a summarized version of the Sales Detail report, the Sales Summary report displays, by School and Item Group or Payment Item, the total of Cash, Non-Cash and Charge Sales for the date range selected.</p> <p>The Cash Over and Short report displays each School, broken down by School Type, with the total Sales, Refunds and Cash Deposits. If any variance between cash/checks collected versus what was sold, this is reflected in the Over/Short column for the date range selected. Filters are available to select specific Schools, as desired</p> <p>The Cash Receipts report displays, by School and Date, the dollar amounts for Student and Non-Student cash transactions, separated by Credits and Refunds, Meals and A La Carte, Online Credits, and will also display a total of the cash and checks collected for the selected date range. If there is a variance between cash/checks collected versus what was sold, this is reflected in the Over/Short column.</p> <p>The Location Reconciliation report is used to reconcile the cash and checks expected versus the cash and checks collected for each School. The Expected/Collected amounts are broken down by each user/terminal by default, and display the total of all cash Sales, Payments and Refunds, as well as what was entered for Collected amounts by each user. Cash Collected can be entered via the Cash-In-Drawer screen at the Point-of-Sale, or via the Cash Count Update or Sales Update screen in the eTriton web portal.</p> <p>The Manager's Summary report displays sales information for Meal and A La Carte items, itemized by Session and Eligibility, as well as the total Cash and Check information, for the date range selected.</p> <p>The Meal Count report displays a count of meals served during a specified date range,</p>
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based on Eligibility Status, Payment Type (Cash, Prepaid or Earned) and either School or Grade.

When Meals Per Labor Hour has been configured within eTrition, the Meals Per Labor Hour report will display the calculated meals per labor hour, based on the number of Labor Hours entered during the selected Date Range. The report is broken down by School, with figures for total Sales (Meal, Snack and A La Carte), as well as any entered Labor Hours. Then, the values for the Equivalents are calculated (based on district setup) and the overall Meals Per Labor Hour value is displayed.

The Non-Participating Patrons report will display a list of patrons who did not participate in the meal service program (or served less than the value entered for 'Maximum Participation Days') within the date range selected. The report shows each patron, with the total number of Participation Days during the date range.

The Participation report will display a count of patrons that participated in the meal service program during the selected date range, for each meal session. This report also displays amounts for total reimbursement and total revenue.

The Patron Multiple Meals report displays a list of patrons, by serving location, that were served more than one reimbursable meal on any given date during the Serving Date range selected. Typically, this is caused when a Patron is served at two different locations, or when the Point-of-Sale terminals are not syncing and the Patron is served an additional meal at a different terminal. In most instances, this report should show no results.

The Sales By Grade report will display a total count of meals served, by School and Grade, for the date range selected. Each eligibility status is broken down individually, as well as the total Meals and total A La Carte.

The Sales Tax report displays the total Tax Collected for each School, if Patron Types are marked as 'Taxable' and Sales Items are set to 'Tax By Patron Type,' and served at the Point-of-Sale.

The Visiting Patrons report displays a list of patrons who were served at a location where they are not currently enrolled. Unless the prompt for Visiting Patrons is disabled in the Terminal Configuration screen, the cashier/operator would be prompted in each instance of this occurring as the transaction is entered at the Point-of-Sale.

#### **Sales Reports – Monthly**

The Edit Check report displays, by School and Date, the total patrons approved for each Eligibility Status for each applicable reimbursement program. This report also displays the Attendance Factor, and calculates the Participation percentage for each date in the selected month, for each reimbursement program. Options to 'Show Highest Eligibility Counts' and 'Use Actual Counts for ADA' are available, as desired.

The Meal Assessment report breaks down each session (Breakfast, Lunch, etc.) and displays each School with the total number of eligible patrons by status, as well as Participation and Labor Hours (where applicable).

The Missing Sales report displays each day of the selected month, with a total number of serving days. This report indicates (by color) whether or not sales exist for the particular date, whether the date is considered a non-serving day, and if any sales exist for any day considered a non-serving day.

The Monthly Sales Summary report displays each Sales Item, with totals and dollar



<p><b>Back of the House</b></p> <p>Inventory</p> <ul style="list-style-type: none"> <li>Reset Inventory at any point</li> <li>Inventory By site and Central office</li> </ul>	<p>amounts for each month, broken down by Cash, Earned or Prepay, for the selected School Year.</p> <p>The Provision School Edit Check displays by School and Day of Month, the total count of Eligible and Claimed Patrons for each reimbursement program. NOTE – This report will only generate for Buildings that have reimbursement codes labeled as Provision 1, 2 or 3, and has Base Year Meal and/or Enrollment Counts entered.</p> <p>The Sales Variance report will display, for each day of the selected month by school, each Sales Item that was sold and whether there was a difference in the total number of sales based on user-defined percentage amounts. By default, any variance greater than 50% is displayed, and variances are color-coded for easy reference.</p> <p><b>Sales – Transaction Reports</b></p> <p>The No ID Transactions report displays any transactions entered through the Point-of-Sale that are not associated to an individual patron record for the Transaction and Serving Date ranges selected. Typically, this occurs when a transaction is entered under the ‘Student Cash’ or ‘Non-Student Cash’ options at the Point-of-Sale.</p> <p>The Sales Item Counts report displays a total count of each Sales Item, broken down by each School, Patron Type and Eligibility status, for the Transaction and Serving Date range selected. Dollar amount totals for Prepaid and Cash Sales are also displayed, for reference.</p> <p>The Sales Item Counts by Grade Group report displays a total count of each Sales Item, broken down by School, then by Grade Level.</p> <p>The Sales Item Transaction Detail report displays specific, detailed information for each transaction that occurred during the selected date range. The transactions are broken down by Patron, and show details, such as the Enrolled and Serving Locations, Serving Date, Transaction Date, Terminal Number, Patron Type and Eligibility.</p> <p>The Sales Item Transactions report displays a list of transactions, by School and Serving Day, the transactions that occurred during the date range selected. The transactions are separated by Sales Item, with totals for each item individually.</p> <p>The Sales Item Usage report displays, by School, a total count of each Sales Item that was sold during the selected date range. Additional breakdowns for ‘Cash Sold,’ ‘Acct Sales’ and totals are displayed, for reference.</p> <p>The Transaction Journal report has a ‘summary’ and ‘detail’ option that can be run individually, as desired. The ‘summary’ version displays each Terminal by School, with Student VS Non-Student counts for items such as ‘Total Meals,’ ‘Second Meals,’ A La Carte’ and ‘Cash Sales.’ The ‘detail’ version of the report displays each individual transaction that was entered during the date range selected.</p> <p>eTriton has a feature as part of the physical count process to reset inventory at any time. Users can create a physical count and select the option to zero out all or some of the existing inventory. Physical counts allow you to select items by category or storage location so this can perform this operation on subsets of inventory as needed.</p> <p>eTriton offers users the ability to set up sites and central locations to manage inventory.</p>
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<ul style="list-style-type: none"> <li>• Ability to add delete and modify items</li> <li>• Barcoding capability</li> </ul> <p>Cost</p> <ul style="list-style-type: none"> <li>• Per unit</li> <li>• Per case</li> <li>• Should calculate down</li> </ul> <p>Division By Site type</p> <ul style="list-style-type: none"> <li>• Cooking School</li> <li>• Preplate School</li> <li>• Central Office</li> <li>• Automatic update of changes at site</li> </ul>	<p>Sites and warehouses can either be perpetual inventory sites or periodic (counts only) inventory sites, or a combination of both depending on need.</p> <p>Inventory items in eTriton can be added, edited, and inactivated. No data is ever deleted for historical purposes but inactivating serves this purpose.</p> <p>Harris has been collaborating with Waterbury Public Schools on the requirements and design of our inventory barcode system. Waterbury staff is currently using a preliminary version of this feature which provides the ability to scan UPC codes for each unit of measure, link them to existing inventory items and scan in/out inventory adjustments and scan out inventory to delivery sites. We are currently working on the final design and development of this feature which will also include barcode scanning for physical counts and purchase receipts. A future feature will include the ability to scan items out of the warehouse for delivery and then scan them into the site upon delivery.</p> <p>eTriton tracks cost history and can value inventory using weighted average, FIFO or LIFO</p> <p>eTriton tracks the cost per 'each' unit</p> <p>eTriton tracks the cost per 'case' unit</p> <p>eTriton does store the inventory cost and quantities at the 'base' unit. However, we allow the option to enter the purchase price at the default (case) unit so when receiving it inventory it values it by calculating down from the purchase unit to the each unit. For purchasing, the system will always use the preset 'case' price.</p> <p>All inventory reporting can be done by site or site type. Transfer groups can control what site types are able to order specific inventory items from the central warehouse locations. Inventory templates can be created by site type.</p> <p>eTriton offers the users multiple options to define warehouses and cooking and preplate locations. Meals can be prepared at cooking locations and then returned as finished product to the inventory to be ordered and shipped to other sites. Sites can request items directly from cooking schools and items can be transferred between sites.</p> <p>eTriton offers the users multiple options to define warehouses and cooking and preplate locations. Meals can be prepared at cooking locations and then returned as finished product to the inventory to be ordered and shipped to other sites. Sites can request items directly from cooking schools and items can be transferred between sites.</p> <p>School Districts have the ability to operate a Central Warehouse in eTriton. Storage locations can be created to group inventory and these can be used for managing physical counts and site pick sheets. Site can easily place orders from the central warehouse as well as cooking locations, central kitchens, etc. Delivery routes can be created to manage deliveries to sites. eTriton contains a wide variety of customizable inventory reports and sql exports for reporting inventory values, low stock levels, inventory availability, etc.</p> <p>eTriton offers users many inventory features to help operate a perpetual warehouse. Site inventory can be managed through production records (with meal planning integration), adjustments, purchase receipts, site transfers and physical counts. With our inventory barcode scanning feature, sites can scan inventory out of storage as they pull it off the shelf and recapture any that is not used by scanning it back in or through the physical count process</p>
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<p>Delivery</p> <ul style="list-style-type: none"> <li>Pick Tickets <ul style="list-style-type: none"> <li>By Site</li> <li>By Item</li> <li>Linked to a barcode</li> </ul> </li> </ul> <p>Inventory Adjustment</p> <ul style="list-style-type: none"> <li>Items subtracted from inventory as pick ticket produced</li> </ul> <p>Ordering</p> <ul style="list-style-type: none"> <li>Cooking School Order Direct</li> <li>Preplate Central office</li> <li>Inventory Adjustment when delivery accepted</li> </ul> <p>Menu Planning</p>	<p>In eTrition, users can print pick tickets for deliveries going to school sites. Users can also create a master pick list and scan items out of inventory for delivery to sites. In addition to pick tickets, a variety of customizable reports can be generated to manage the items requested by, and delivered to, school sites.</p> <p>Pick tickets can be generated by site and grouped by delivery route</p> <p>Pick tickets can be generated for specific items and item categories (example: delivery for produce vs. dry goods, etc.)</p> <p>Inventory Items can be linked to barcodes for scanning in and out of sites. As part of our collaboration with Waterbury and inventory barcode scanning, we will provide the ability to also scan a barcode printed on a pick ticket to confirm delivery to site. This feature will be provided at no additional cost.</p> <p>eTrition provides users the ability to create inventory adjustments with a variety of adjustment reason codes in order to properly track expenses and assets by inventory activities.</p> <p>eTrition offers the users multiple options for ordering directly from vendors, central warehouse, central kitchen, etc. These options include</p> <ol style="list-style-type: none"> <li>1) Site Shopping list – site users can create a shopping list which can include warehouse and vendor items. Once reviewed and submitting, it will auto create site orders for pick sheets and purchase orders for vendors. Items can be added to the site shopping list from inventory templates, from planned production or by adding individual items. The site shopping list also includes a feature to substitute warehouse items for vendor items on an as-needed basis.</li> <li>2) Purchase order guide- the purchase order guide can be used for creating purchase orders for multiple vendors at the same time. Settings to auto fill amounts based on low stock level and default order quantities or planned production make ordering easy.</li> <li>3) Purchase orders – for more customization purchase orders can be created individually. Options to add comments down to the line item make this an ideal way to communicate with vendors.</li> <li>4) Site transfer requests – Sites can create orders from central warehouses, cooking schools preplate schools, etc. using the Transfer feature. Transfers can also be created from templates or from planned production.</li> </ol> <p>eTrition also includes purchase order integration for several major vendors and Harris is willing to consult with Waterbury’s major vendors for the purpose of submitting purchase requests via file or API.</p> <p>Cooking schools can use one of the ordering options mentioned above</p> <p>Preplate, Central office can use one of the ordering options mentioned above.</p> <p>This is a feature that we have consulted with Waterbury Public Schools about. Currently, when the transfer is processed and the pick sheet is produced, the inventory moves from the central warehouse to the site location. Per our ongoing collaboration, we plan to add a feature that will remove the inventory from the central warehouse location when the transfer is initiated but will not finalize the adjustment to add it to the site until the delivery is confirmed.</p> <p>eTrition is fully approved by the USDA to conduct Nutrient Analysis and Meal Pattern Analysis. We update the system each year to the current CN version and participate in periodic reviews to ensure we are always current with the requirements. Our system includes the USDA ingredients with options to import local ingredients and recipes from</p>
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<ul style="list-style-type: none"> <li>• Itemized Cost</li> <li>• Full Cost</li> <li>• Nutritionals</li> <li>• USDA Compliant</li> <li>• Announcements</li> </ul>	<p>a prior system if compatible. Users can create recipes, cycle menus, calendar menus which auto-create site production records. We offer a mobile-friendly online menu program that uses an API to pull menus, pictures, nutrients, allergens, etc. so users never have to upload files. Parents\students can view menus by day, month and week and rate menu items. The rankings can be viewed in eTriton and reported on to help with future menu planning. eTriton also has menu board displays for use in school lunch lines which rotate upcoming meals, messages, local weather, and allergen information.</p> <p>With our meal planning\inventory integration users can obtain the cost of individual recipes per serving, cycle menus per day per serving with a total cost, planned production served vs. planned cost, menu cost by item or by total. eTriton also has system dashboards that display the cost of planned and served menus.</p> <p>Nutritional information is available at the ingredient, recipe and menu level and is also displayed on our online menu site.</p> <p>The Ingredient Nutrient Analysis report allows users to select specific Ingredients or Ingredient Categories, and displays an analysis of the Calories, Saturated Fat and Sodium levels for each ingredient within the selected criteria</p> <p>The Menu Nutrient Analysis report, similar to the Ingredient Nutrient Analysis report, displays the Calories, Saturated Fat and Sodium level for each menu, during a specific Menu Production Date Range. Filters for School and Menu Names are available, and the report displays the information by Session for the Nutrient Standard that is Selected.</p> <p>The Nutrient Food Source List allows users to select a Food Source Type (Ingredient or Recipe), and apply specific filters for Nutrients, to only show Ingredients/Recipes that meet the specific Nutrient Filters applied.</p> <p>The Nutrient values are displayed for each Ingredient, such as Calories, Protein and Saturated Fat.</p> <p>The Nutrient Standards report displays the USDA standards for Calories, Saturated Fat and Sodium levels for the selected sessions/grades</p> <p>Recipe/Ingredient Cross Reference report can be run for specific Recipes and/or Ingredients, and displays the amount of each Ingredient needed, the Directions for preparing the recipe and the nutrient values based on the number of servings:</p> <p>Recipe Nutrient Composition report, run by specific Recipes, Recipe Categories, or "All," displays the Calories, Saturated Fat and Sodium level of each Ingredient for the selected Recipes, as well as a 'Total Per Recipe' and 'Total Per Serving' value.</p> <p>eTriton is fully approved by the USDA to conduct Nutrient Analysis and Meal Pattern Analysis. We update the system each year to the current CN version and participate in periodic reviews to ensure we are always current with the requirements.</p> <p>eTriton currently has a Menu Board feature that can be used to display custom announcements at the school site in the serving line. As part of our RFP agreement, Harris will add the ability to post announcements also on our Online Menu site.</p>
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## **Schedule “H” Student Data Privacy Rider**

**Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant.\*

- (i) The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
- (ii) The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- (iii) A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant’s possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.
- (iv) The Consultant shall take actions designed to ensure the security and confidentiality of student data.
- (v) The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the



student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- (vi) Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student-generated content.

The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

- (vii) The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- (viii) The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

*\*For purposes of this agreement any references to "Consultant" or "Contractor" or "Vendor" shall mean Harris.*



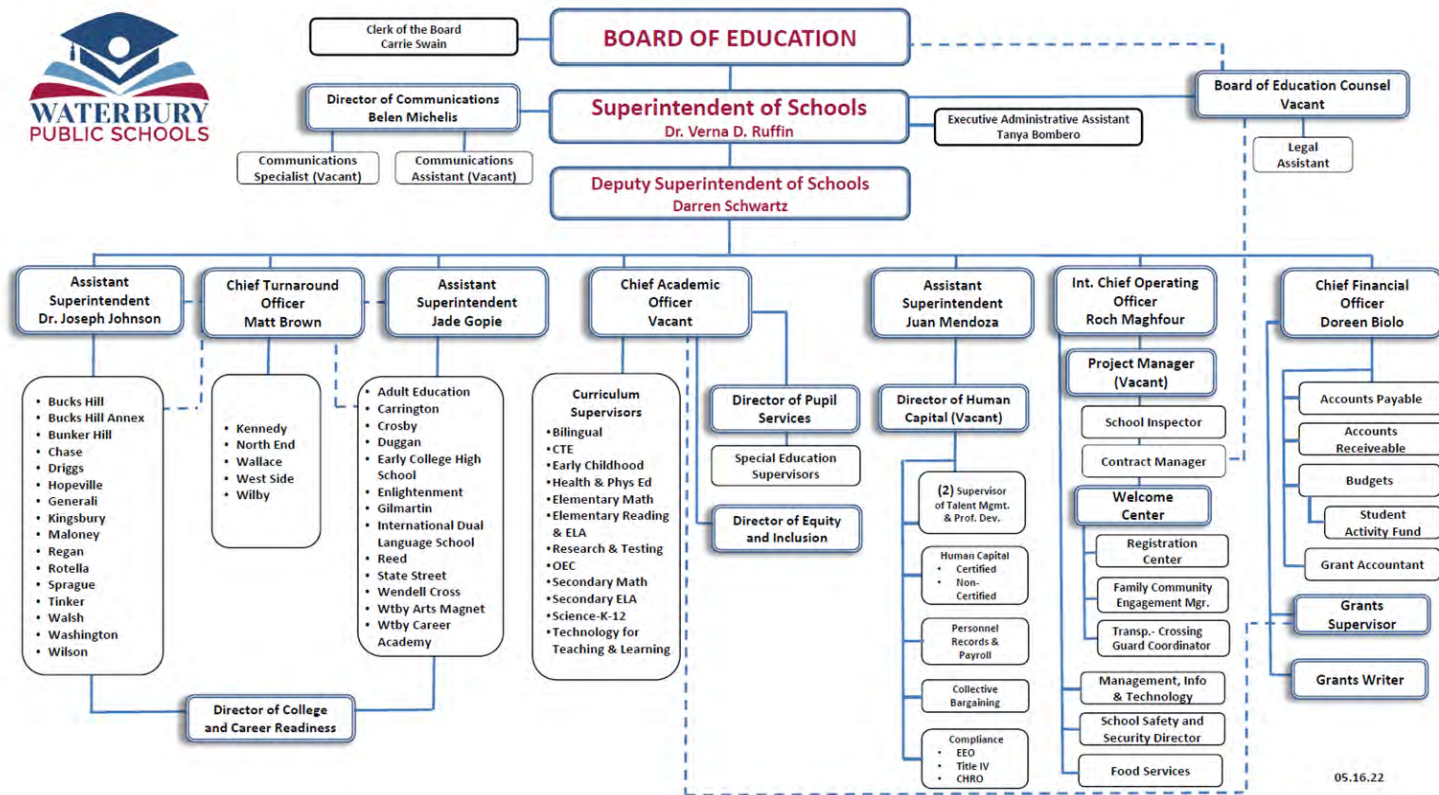


# **Operations Report 2021-2022**

**June 2, 2022**



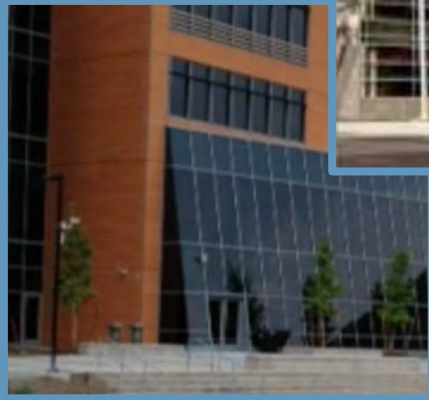
# Waterbury Public Schools Organizational Chart



05.16.22



# Waterbury Public Schools School Inspectors Office

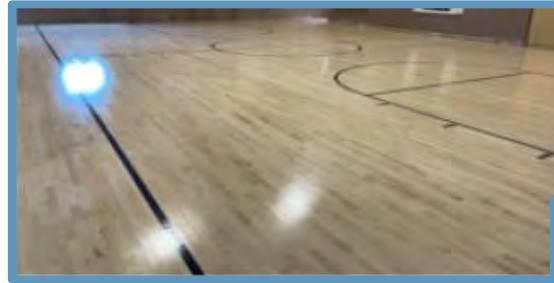




# School Inspector's Office

## Alliance Bond Funds Projects (\$2M)

- **Kingsbury Gym Floor Replacement**
- **Walsh Gym Floor Replacement**
- **Kingsbury Playground Replacement**
- **Bucks Hill Playground Replacement**

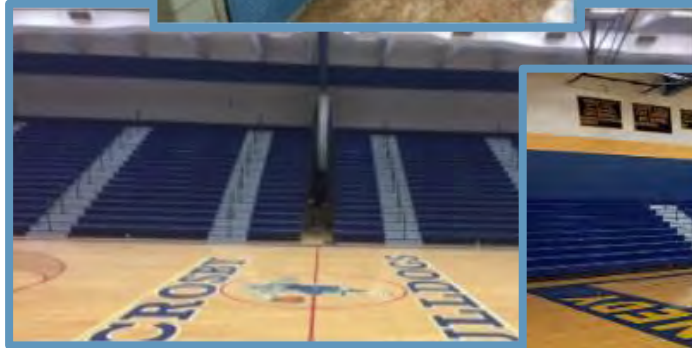




# School Inspector's Office

## Alliance Bond Funds Projects (\$2M)

- Driggs Locker Replacement
- Sprague Locker Replacement
- Kennedy Bleachers Replacement
- Crosby Bleachers Replacement





# **School Inspector's Office**

## **Alliance Bond Funds Projects (\$2M)**

- **Roof Top Units Replacement (Bucks Hill, Chase, West Side and Wilson Portables)**
- **Entryway Upgrades (Bucks Hill, Bunker Hill, Generali, Washington)**
- **Sprague Gym AHUs replacement**
- **Wilson Stairs and Sidewalk Replacement**
- **Maloney VFDs Replacement**
- **Hopeville Boiler Replacement**
- **Fire Alarm Panel Replacement (Bucks Hill, Bunker Hill, Driggs, Generali, Tinker and Washington)**







# School Inspector's Office

## Capital Projects 2022-2023

### Outside Contractors

- Bunker Hill & Washington Elevator Additions
- Driggs, Generali, Tinker & Washington Elevator Addition \$3,700,000
- Generali Roof Replacement \$1,310,474
- Kennedy, Tinker & Sprague Roof Replacement \$9,106,008

### In-House Work

- International Dual Language School Renovation \$800,000
- Walsh Elementary School Floor Replacement
- North End Middle School Media Flooring Replacement
- Wilby High School Flooring Replacement
- Sidewalk Repairs and Replacements at Various Schools
- District-Wide Painting





# ESSER & ARP ESSER Projects

VENTILATION PROJECTS AND BMS UPGRADES					
DESCRIPTION	TIME FRAME	ESTIMATED AMOUNT * Confirmed Price	DESCRIPTION	TIME FRAME	ESTIMATED AMOUNT * Confirmed Price
Building Management System (BMS) Upgrades at Various Schools	Summer 2022	\$766,000 *	Wilby Air Handler (1) Replacement	Summer 2023	\$206,140 *
Maloney Chiller Replacement	Summer 2022	\$616,930 *	Duggan & Gilmartin RTU Replacements	Summer 2023	\$360,000
Walsh Boiler Replacements (2)	Summer 2022	\$273,950 *	Exhaust Fan (41) Replacements	Summer 2023	\$388,300 *
Kingsbury Boiler Replacements (2)	Summer/Fall 2022	\$332,200 *	Coil Replacements at Various Schools	Summers 2023 & 2024	To Be Determined
International Boiler Replacements (2)	Summer 2023	\$450,000	Air Handler Replacements at Various Schools	Summers 2023 & 2024	To Be Determined
Rotella Boiler Replacements (2)	Summer 2023	\$630,000	HVAC Upgrades to Gym/Café Cooling Zones at Various Schools	Summers 2023 & 2024	\$3,600,000
Tinker Boiler Replacements (2)	Summer 2023	\$568,975 *	WAMS/Palace HVAC System Split	Summers 2023 & 2024	\$3,500,000
Crosby Cooling Tower Replacements	Summer 2023	\$709,500 *	Duct Cleaning at Various Schools	Summers 2023 & 2024	To Be Determined
			Exhaust Fan (162) Replacements at Various Schools	Summers 2023 & 2024	To Be Determined



# ESSER & ARP ESSER Projects

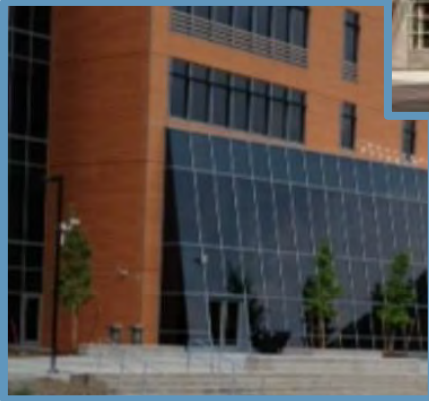
PLAYGROUND UPGRADES		
DESCRIPTION	TIME FRAME	ESTIMATED AMOUNT
Playground Improvements at Various Schools (11) (State Street Completed)	Summers 2023 & 2024	\$2,590,000

AUDITORIUM UPGRADES		
DESCRIPTION	TIME FRAME	ESTIMATED AMOUNT
Auditorium Renovations at 3 Comprehensive High and Middle Schools & Rotella	Summers 2022 & 2023	\$6,000,000

FURNITURE, FIXTURES & EQUIPMENT - SCHOOL NEEDS		
DESCRIPTION	TIME FRAME	ESTIMATED AMOUNT * Confirmed Price
Classroom Furniture at Various Schools	Summer 2022	\$2,402,374 *
Media Center Furniture at Various Schools	Summers 2022 & 2023	\$1,500,000
Principals Needs/Requests for Equipment/Furniture	Summers 2022 & 2023	\$1,000,000



# **Waterbury Public Schools Security and School Safety**

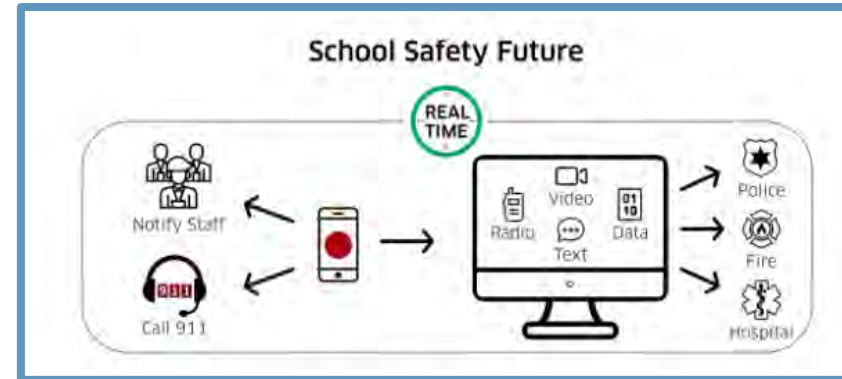
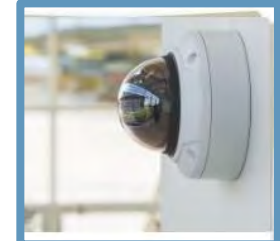




# Security and School Safety

## Cameras and Door Access

- *Over \$3 million in Local and State Funds*
  - Added 1,348 Cameras to Current Complement
  - Our Goal is to Provide Video Coverage of All Exterior and Interior Perimeters, Stairwells and Hallways
- *400 Door Access Control Devices*
  - Increase Access Control to Buildings
- *Streamlined NVR to Milestone Platform*
  - Live Tie-In to WPD Crime Center
- *Mutual Link - \$889,812*
  - Public Safety Interoperability
  - Bridges Voice, Video, Data Communications and Soft Panic Ability





# Security and School Safety Enhancements and Processes

- Perimeter Security Upgrades
- Installed Privacy Fencing at Several Elementary Schools to Limit Traffic Access and Visibility (Chase, Sprague, Tinker and Kingsbury)
- Installed Window Tinting to Limit Interior Visibility from Street
  - Completed: Hopeville and Sprague
  - Planned: Wilby Cafeteria, International Front of Building, Career Cafeteria
- Working with School Inspectors Office to Replace Exterior Doors and Windows that may pose a Security Risk
- Instituted External Door Checks by Maintainers at each School Twice a Day
- LockDown Systems
  - Response to Exterior Threat that Cut Off Access to Building
  - Installed: Kennedy, Wendell Cross, International
  - Planned: North End and Wilby
- Lockdown Processes
  - Reviewed Procedures and Process and Streamlined with Northwest
- Emergency Management Overview
  - Maintaining School Safety Drill Logs and State Reporting
  - Revising and Updating All Hazard Plans with Schools
  - Working with Fire Department and Police Department to develop Drill Scenarios



# Security and School Safety

## Traffic Issue and Solutions

- Post Pandemic - More Students were being Driven to School Causing Traffic and Safety Issues
- Worked with Police Department to Correct Long Standing Traffic Patterns that were not Safe or Efficient
  - Generali, Kingsbury, Wendell Cross and Maloney
- Added Sidewalks Around Kingsbury for Safe Foot Traffic Around the School
- Reviewing Several Other Schools to Develop More Efficient Traffic Flow Patterns



# **Security and School Safety**

## **Risk Management**

- Workers Compensation
- Reporting of Incident
  - Work with City Risk Management to Create a Standard Incident Reporting Procedure
    - Student, Staff or Visitor Injury
- Work with City Risk Manager to Ensure CIRMA Compliance
  - BOE Claims are Done in Timely Fashion
  - Employees Report to St. Mary for Baseline Assessment
- Submitting Yearly Required OSHA Restricted Duty Logs for All Schools
- Proactive Approach to School Safety Conditions



# **Security and School Safety**

## **Automated External Defibrillator (AED) Upgrades**

- Replaced Current Complement of AED
- Increased the Number of Available Devices in Schools to Cover After-School and Weekend Programs
- Devices Monitoring over the Schools WIFI Network
  - Alert when Deployed
- Same Systems that Police and Fire Departments Use to Enhance Compatibility
- Increased Battery Pad Life
- 8 Year Warranty



# Waterbury Public Schools Computer Technology Center





# **Waterbury Public Schools** **Computer Technology Department**

The Computer Technology Department is committed to providing the best possible educational/technical support, training and infrastructure available to empower our students and teachers with the technological tools necessary to engage in the educational process, develop skill based learning, and accelerate academic achievement. We are also committed to support school and central office staff with core foundational systems to perform the work of the District efficiently with a data driven focus. We strive to provide technological support and to seek state of the art solutions in a collaborative, relevant, secure, cost effective and sustainable manner that allow students, parents and staff to meet individual, district, and Board of Education goals for all students, staff and the greater community.



# Computer Technology Center

## Core Technology Functions

### Project Management

- Planning and Discovery
- Organizing
- Implementation
- Controlling

### Technology Infrastructure

- System Administration
- Server Administration
- Database Administration

### Infrastructure Administration/ Architect

- LAN Architecture
- WAN Architecture
- VLAN's

### Network Security Management

- Edge Security
  - o Firewalls
  - o SPAM
  - o Malware
  - o Spyware
  - o Web Applications
- Security Hardening
- Intrusion Detection
- Vulnerability Reporting

### Software Support

- Powerschool- SIS
- Google Docs/Classroom
- Content Specific Software
- Online Testing
- Local and State

### Operational Management

- Device Security
- Device Access- SSH. Telnet

### Configuration Management

- Standards
- Backups

### Log Review ( Firewall, Servers, Switches, Appliances)

- Audit, Critical Alerts, & System Alerts

### Disaster Recovery

### Service Management

- Service Desk
- IT Process Automation
- Shared Services

### Technology Management

- Business Management
- Data Center infrastructure
- Desktop Support
- Engineering
- IT Architecture

### IT Planning

- Disaster Recovery/ Business Continuity
- Facilities Management (IoT)
- Policy and Planning
- Project Management
- E-Rate

### Network Services

- Infrastructure
- Network Design
- Network Integration
- Network Security
- Telecommunications

### Print and Email Operations

- Document Analysis
- Print Services
- Email services



# Computer Technology Center Life-Cycle and Stewardship Projects

- Technology Network Infrastructure
  - Wide Area Network (School-to School connectivity)
  - Internet Access
  - Network Infrastructure Equipment (Routers, Switches, Wireless Access Point)
- Classroom and School Technology Equipment
  - Technology enhancements, upgrades, refresh, replacement, and improvements
- District Wide Technology Infrastructure
  - Learning Systems, Virtual Learning, Individualized Learning, Testing Solutions
  - District Wide Communication Technology
- Support Staff
  - Staff and Student Support Services
  - Network and Infrastructure Support Services
- Support Safety and Security
  - Camera's and Network Video Recorders
  - Door Access Controllers





# Computer Technology Center Solutions

- Sustained Funding to Support Life-Cycle Replacement, Repair and Maintenance of Core Systems and Software
- Staffing to meet the demands of repair, maintenance, security and uptime expectations- over 25K repair tickets per year
- Training and Fidelity to Guidelines, Policies Procedures and Standards
- Utilization of Core Systems with Fidelity and Collaborative Planning for Strategic Expansion and Upgrades





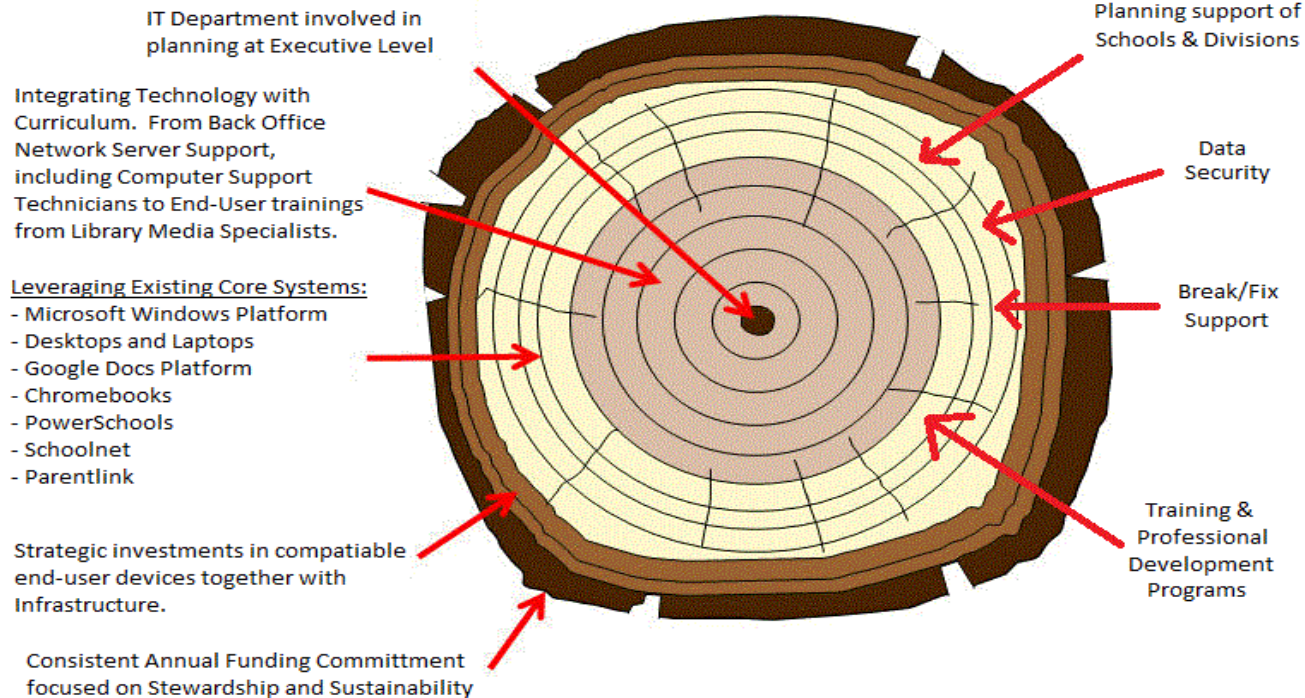
# Computer Technology Center Solutions

- Improve the Technology Infrastructure with Targeted Sustained Funding Over a Five Year Plan
  - Support Life-Cycle Device Replacement Program
  - Support Stewardship of Network and Core Systems
- Increase and Support Access to Technology in the Classrooms through Collaboration and Planning
  - Better Support Student Computing Environments
  - Directly Support Instruction
  - Manage requirements for testing (Local, State and Federal)
  - Targeted Training of Staff to maximize available technology and systems efficiently
- Increase direct support to the schools
  - Increase Tech Support Budget
  - Schools with enrollment over 500 need a dedicated field support technician for support to be more impactful
  - Provide dedicated support to Security Camera and Phone System Upgrades



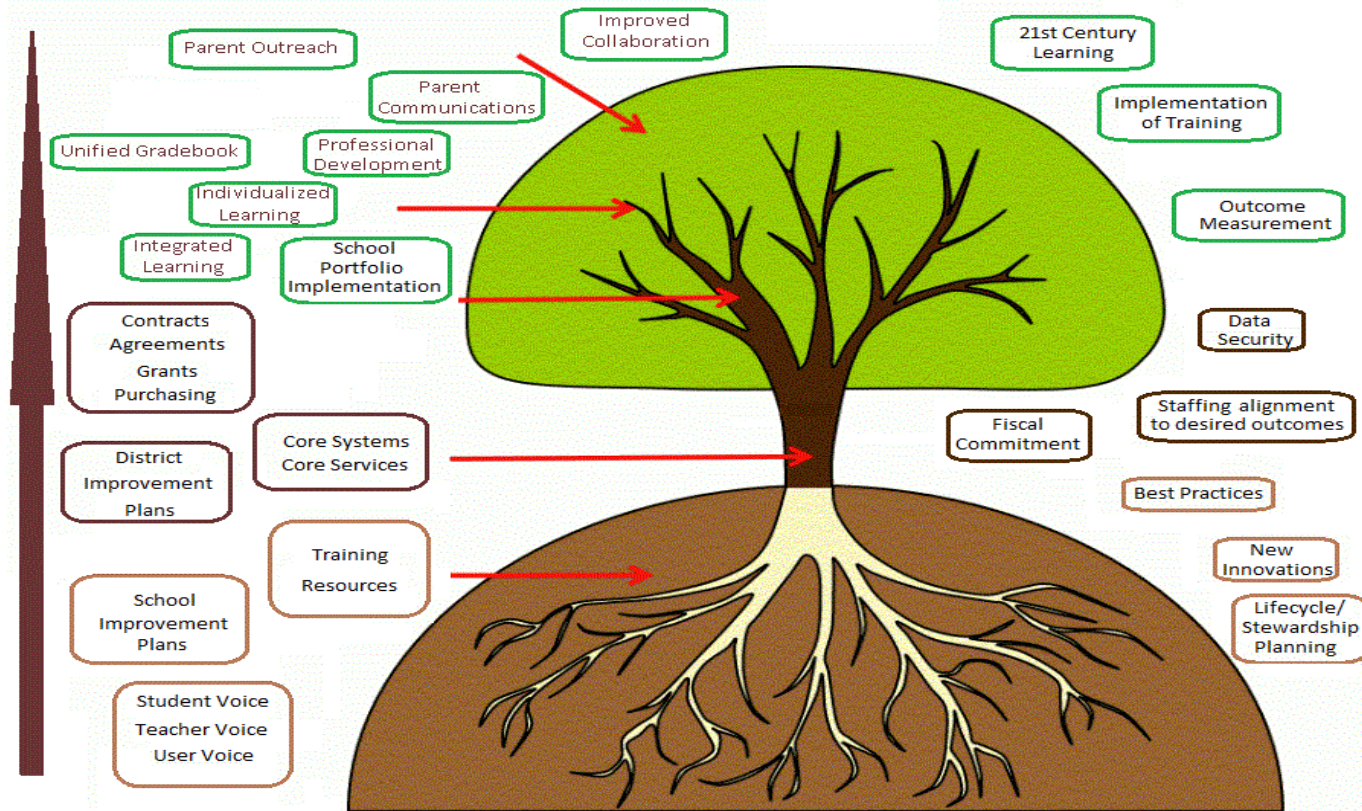
# Computer Technology Center

## A Look Inside the Trunk





# Growing the Technology Tree Collaboratively





# Computer Technology Center

## Technology Project Updates

- Copiers
- Security- Cameras and Door Access
- Voice over IP
- Core Infrastructure
- Classroom Technology
  - Interactive Displays ( Smartboards)
  - Charging Stations
  - Wireless Access Points
  - Chromebooks
- Asset Management
- Digital Divide Connectivity



# Computer Technology Center

## Copiers

### *Current Contract*

- 171 Canon Copiers
  - Follow Me Printing
  - Average Monthly Volume
    - B&W: 865,233 per month
      - \$0.0071 per B&W Copy
    - Color: 76,041 per month
      - \$0.0411 per color print
- Color usage is very low compared to other districts (Canon)

\$15,561 Lease (\$186,732)

### *Previous Contract*

- 177 Ricoh Copiers
- No Follow Me Printing Option
- Average Monthly Volume
  - Over 3 million per month
  - \$0.005 per B&W Copy
  - \$0.055 per Color Print

\$35,342 Lease (\$424,099)

### *Estimated Yearly Savings*

Lease: \$237,368

Printing: \$120,000, plus  
paper savings costs

ROI: Immediate





# Computer Technology Center

## VOIP- Telephone System

- *Administration and Staff*
  - Quantity:  
859 New Handsets & Controllers
  - Amount: \$500,082
- *Classroom*
  - Quantity: 529 New Handsets
  - Amount: \$221,476



- *Previous MRC Charges:*
  - \$16,700 - Frontier
- *Current MRC:*
  - Frontier \$3,500 (avg)
  - VOIP \$2,500 (avg)
- *Total: \$7,000*
- *Monthly Savings:*
  - \$9,700
  - \$116,400 per year
- *ROI: under 7 years*





# Computer Technology Center

## Digital Classroom Technology

- *Wireless Access Points -*

Enhance the wireless network infrastructure in all Waterbury Public Schools to meet technological specifications required for new technology requirements and support student device connectivity

- Quantity: 1,577
- Amount: \$1,5 Million
- 70 Wireless HotSpots - Internet connection outside of all schools for families 24x7



- *Digital Interactive Displays -*

The displays combine touch technology of a tablet with a whiteboards ed functionality for flexibility, collaboration and creativity in the classroom.

- Quantity: 449
- Amount: \$1,273,813





# Computer Technology Center

## Digital Classroom Technology

- *Chromebook Charging Stations* -  
Accommodate and charge up to 30 devices in the classroom and provide safe storage.
  - Quantity: 669
  - Amount: \$648, 919
- *Chromebooks* -  
Support the districts 1:1 initiative to promote equitable access to technology and enhance our learning environment.
  - Quantity: 13,500
  - Amount: \$5,730.362





# Computer Technology Center

## Digital Divide Connectivity

The goal of the project is continue to offer internet connectivity to all Waterbury Public School families.

- *Comcast Vouchers*

- QTY: 3000 (2022-2023)
- QTY: 5000 (2023-2024) Pending Approval of Federal Grant
- \$1,078,200.00
- \$1,797,000.00



- *Kajeet Hotspots*

- QTY : 300 (2022-2023)
- QTY: 500 ( 2023-2024) Pending Approval of Federal Grant
- \$100,383.00
- \$155,000.00





# Computer Technology Center

## Asset Management

- *Centralized Device Intake and Asset Tagging*
  - All new orders are shipped to Central intake location for asset tagging and assignment before delivery
  - All damaged, failed and return devices are delivered to the center for refurbishing and preparing for redistribution
- *Student Device Delivery*
  - 3,700 Device Requests
- *Student Device Repairs*
  - 4,679 Device Repair Requests
- *Device Inventory*
  - Inventory Reports have been developed in the Data Warehouse for Central office and Principals to view inventory and Student/Staff device assignments










# Computer Technology Center

## Core Infrastructure

The goal of the project is to modernize the core network infrastructure, physical end-user devices management and data center facilities with a focus on providing appropriate scale, performance, availability and serviceability to meet the district academic and business requirements.

		Qty	Value
Cisco Switches		285	\$1,200,000.00
Wireless Controllers		3	\$ 70,000.00
Core Servers		200	\$ 500,000.00
Wireless Access Points		1577	\$ 1,600,000.00
Firewall		2	\$ 350,000.00
Storage Area Network		3	\$ 180,000.00



# Waterbury Public Schools Food Service





# Food Service Programs

- ▶ Breakfast
- ▶ Lunch
- ▶ Summer Program
- ▶ Fresh Fruit and Vegetable Program
- ▶ After School Snack Program
- ▶ Supper Program
- ▶ Catering
- ▶ Field Trips





# **Food Service**

## **District Meal Counts**

Approximate Daily Breakfasts Served    4,000

Approximate Daily Lunches Served        11,500



# **Food Service**

## **2021-2022 Fiscal Standing**

### ***Expenses:***

Year to Date:

\$7,563,389

### ***Revenue:***

Year to Date:

\$8,300,567

Anticipated Year End Operating Position

\$737,178



# Food Service

## Central Kitchen

- Increased Choice and Quality
  - Pre-Plate Schools will be given more meal options
    - Not limited to Pre-ordered meals from outside vendors
    - We Will be able to try variations based on student preferences
    - Fresh Fruit and Salad Options will become available
  - Student Survey
    - Utilize results from survey to tailor menu
    - Flexibility
  - Pivot to meals that show increased participation
  - Cut meals students do not like





# Food Service

## Central Kitchen

- *Freshness*

- Meals Prepared and Packaged Closer to Serving Time
  - Meals are being prepared in advance and delivered accordingly

- *Presentation/Adaptability*

- We Have Control of How the Meals are Packaged
  - We are able to observe and test how the packaging performs in our kitchen before students are served
  - We can tailor our production to meals so they present better
- We are able to change production based on unforeseen circumstances
  - Snow Days, Early Dismissal, etc.





# Food Service

## Goals & Initiatives

- *Everyday Operations*
  - Continue to Provide High Quality Nutritious Meals
  - Increase Participation through Central Kitchen Initiatives
  - Restore Our Financial Standing
    - Continue to be no impact to General Fund
    - Replenish expenses associated with Central Kitchen
    - Replenish Losses associated with COVID Pandemic
  - Mitigate Inflating Costs
    - Higher Buying Capacity
    - Competitive Bidding
  - Maintain High Level of Employee Professionalism







## WATERBURY PUBLIC SCHOOLS

#5

### DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman – Supervisor (203) 574-8051 email: [jgorman@waterbury.k12.ct.us](mailto:jgorman@waterbury.k12.ct.us)

Date: May 24, 2022

TO: Board of Education Commissioners  
Board of Aldermen  
Mayor Neil M. O’Leary

RE: Executive Summary of Letter of Agreement for consultation, training and customer support services for interscholastic athletic programs between the City of Waterbury and Positive Coaching Alliance (PCA).

---

I respectfully request your approval of the Professional Services Agreement for consultation, training and customer support services for interscholastic athletic programs between the City of Waterbury and Positive Coaching Alliance (PCA) in the amount of \$19,933.68.

Positive Coaching Alliance is a sole source provider.

The PSA consists of the Contractor providing a three (3) year subscription to Contractor’s proprietary coaching, parenting, and playing models, including related resources, materials, training and workshops as follows:

- (Year 1 of 3) Partnership includes eight (8) live in-person or virtual zoom workshops a year plus the 20 online workshop seats per live or virtual zoom workshop when applicable plus 1 complimentary Honor The Game banner. (Year 1 of 3) Three (3) additional “We Honor The Game Here” banners
- (Year 2 of 3) Partnership includes eight (8) live in-person or virtual zoom workshops a year plus the 20 online workshop seats per live or virtual zoom workshop when applicable plus 1 complimentary Honor The Game banner
- (Year 3 of 3) Partnership includes eight (8) live in-person or virtual zoom workshops a year plus the 20 online workshop seats per live or virtual zoom workshop when applicable plus 1 complimentary Honor The Game banner

This partnership initiative is being pursued to enhance the quality and effectiveness of all district high school athletic programs to engage and nurture the needs of student-athletes and their families. The Athletic Directors will help to achieve a successful rollout of the program.

The term of contract is for three (3) years beginning on August 15, 2022 and ending August 15, 2025. The project is being funded through ESSER III.

Thank you,

Joe



**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**Leadership Support for Accelerating Learning**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Positive Coaching Alliance**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and POSITIVE COACHING ALLIANCE ("PCA"), a nonprofit organization located at 1001 N. Rengstorff Avenue, Suite 100, Mountain View, California (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide a three (3) year subscription to Contractor's proprietary coaching, parenting, and playing models, including related resources, materials, training and workshops; and

**WHEREAS**, the City selected the Contractor to provide such services; and

---

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.



- 1.1. The Project consists of and the Contractor shall provide a three (3) year subscription to Contractor's proprietary coaching, parenting, and playing models, including related resources, materials, training and workshops as follows:

1. (Year 1 of 3) Partnership includes eight (8) live in-person or virtual zoom workshops a year plus the 20 online workshop seats per live or virtual zoom workshop when applicable plus 1 complimentary Honor The Game banner
2. (Year 1 of 3) Three (3) additional "We Honor The Game Here" banners
3. (Year 2 of 3) Partnership includes eight (8) live in-person or virtual zoom workshops a year plus the 20 online workshop seats per live or virtual zoom workshop when applicable plus 1 complimentary Honor The Game banner
4. (Year 3 of 3) Partnership includes eight (8) live in-person or virtual zoom workshops a year plus the 20 online workshop seats per live or virtual zoom workshop when applicable plus 1 complimentary Honor The Game banner

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Sole Source Procurement documents (attached hereto)

1.1.2 Positive Coaching Alliance quote dated December 15, 2021 (attached hereto)

1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)

1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.5 All Required Licenses

1.1.6 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 Sole Source Procurement documents

1.2.3 Positive Coaching Alliance quote dated December 15, 2021 (attached hereto)

1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill,



expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on



the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:



**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.



**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall be for a period commencing August 15, 2022, pending all necessary approvals and terminating August 15, 2025 or upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Nineteen Thousand Nine Hundred Thirty Three Dollars and Sixty Eight Cents (\$19,933.68).

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any



other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

## **8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits



payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.



**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00** each claim.  
**\$3,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:  
EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.



**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Education an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that



the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire,



tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this



Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership



including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).



**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Positive Coaching Alliance  
1001 N. Rengstorff Avenue, Suite 100  
Mountain View, CA 94043

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



**IN WITNESS WHEREOF**, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

**POSITIVE COACHING ALLIANCE**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:



## ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Positive Coaching Alliance quote dated December 15, 2021 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial



assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Positive Coaching Alliance  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

Judy Dillenbeck, VP Accounting & Finance  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐



2118556 SURV

DATE

APR - 1 2022

X FILED EX  
Secretary of State  
State of California

AGREEMENT OF MERGER

100 MAR 17 2022

This Agreement of Merger is entered into between The Positive Coaching Alliance, a California nonprofit public benefit corporation having the California Corporation Number 2118556 (herein "**Surviving Corporation**"); and Coaching Corps, a California nonprofit public benefit corporation having the California Corporation Number 2073196 (herein "**Merging Corporation**").

1. Merging Corporation shall be merged with and into Surviving Corporation.
2. Merging Corporation has no members.
3. Surviving Corporation has no members.
4. Upon merger, the Articles of Incorporation of Surviving Corporation shall be amended and restated as attached hereto as Exhibit 1.
5. Upon merger, the Bylaws of Surviving Corporation shall be amended and restated as attached hereto as Exhibit 2.
6. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.
7. The effect of the merger is as prescribed by law.
8. The effective date of the merger shall be April 1, 2022.

A0890733



IN WITNESS WHEREOF, the parties have caused this Agreement of Merger to be executed.

**THE POSITIVE COACHING ALLIANCE**

  
\_\_\_\_\_  
Laura Hazlett, Chair of the Board

\_\_\_\_\_  
Linda Verhulp, Secretary

**COACHING CORPS**

\_\_\_\_\_  
Walter J. Haas, Chair of the Board

\_\_\_\_\_  
John P. Levin, Secretary



IN WITNESS WHEREOF, the parties have caused this Agreement of Merger to be executed.

**THE POSITIVE COACHING ALLIANCE**

\_\_\_\_\_  
Laura Hazlett, Chair of the Board

\_\_\_\_\_  
*Linda Verhulp*  
Linda Verhulp, Secretary

**COACHING CORPS**

\_\_\_\_\_  
Walter J. Haas, Chair of the Board

\_\_\_\_\_  
John P. Levin, Secretary



IN WITNESS WHEREOF, the parties have caused this Agreement of Merger to be executed.

**THE POSITIVE COACHING ALLIANCE**

\_\_\_\_\_  
Laura Hazlett, Chair of the Board

\_\_\_\_\_  
Linda Verhulp, Secretary

**COACHING CORPS**

*Walter J. Haas*  
\_\_\_\_\_  
Walter J. Haas, Chair of the Board

*John P. Levin*  
\_\_\_\_\_  
John P. Levin, Secretary



A0890733

**EXHIBIT 1**



AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE POSITIVE COACHING ALLIANCE

ARTICLE I

The name of this corporation is The Positive Coaching Alliance.

ARTICLE II

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes of the corporation are to educate and train youth sports association coaches, administrators, players and parents. The means of such education includes, but is not limited to organizing training sessions and conferences, and publishing materials to promote the ideals of "positive coaching" and leadership.

ARTICLE III

This corporation shall have no members.

ARTICLE IV

(a) This corporation is organized and operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

(b) No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.



## ARTICLE V

The property of this corporation is irrevocably dedicated to charitable and educational purposes meeting requirements of section 214 of the California Revenue and Taxation Code and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the winding up or dissolution of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporations shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable and educational purposes meeting the requirements for exemption provided by section 214 of the California Revenue and Taxation Code and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code.

## ARTICLE VI

Any amendment to these Articles of Incorporation shall require the approval of the Board of Directors by an affirmative vote of three-fourths (75%) of the directors then in office.



A0890733

**EXHIBIT 2**



**The Positive Coaching Alliance  
Amended and Restated Bylaws**

**1. Name**

The name of this corporation is The Positive Coaching Alliance (the "Corporation"). Any changes to the Corporation's name for legal or operational purposes shall require the approval of at least three-fourths (75%) of the directors of the Corporation then in office.

**2. Membership**

The Corporation shall have no members, as defined in Section 5056 of the California Nonprofit Public Benefit Corporation Law, as amended (the "Nonprofit Corporation Law"). The Corporation may from time to time use the term "members" to refer to persons associated with it, but such persons shall not be members within the meaning of Section 5056 of the Nonprofit Corporation Law.

**3. Board of Directors****3.1 Powers**

Subject to the provisions of the Nonprofit Corporation Law, Articles of Incorporation, and these Bylaws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board of Directors of the Corporation (the "Board").

**3.2 Number of Directors**

The number of authorized directors of the Corporation shall be not less than eleven (11) nor more than forty (40), with the exact number of authorized directors to be fixed by resolution of the Board from time to time.

**3.3 Qualification of Directors; Restriction Regarding Interested Directors**

No more than forty-nine percent (49%) of the directors serving on the Board may be interested persons, as defined in Section 5227 of the Nonprofit Corporation Law. However, any violation of this Section 3.3 shall not affect the validity or enforceability of any transaction entered into by the Corporation.

**3.4 Election and Term of Office**

- (a) **Terms and Term Limits.** Except as provided in paragraph (c) below, the Board shall elect directors to serve for an initial three-year term. Directors may be reelected to two additional three-year terms. Re-election of a current director shall require the affirmative vote of a majority of the directors then in office. No director shall serve more than a total of nine years consecutively, except as otherwise set forth in this Section 3.4. A director shall hold office until their successor has been elected and duly qualified or until that director's earlier resignation or removal in accordance with these Bylaws. Additionally, notwithstanding the nine-year term limit, after serving three consecutive three-year terms, the term of a director then serving as Chair of the Board (or a Co-Chair), Vice-Chair, or committee chair may, if elected by the Board, serve an additional one-year term, for a maximum of ten consecutive years, if there are compelling reasons or special



circumstances. A former director may be re-elected to the Board after a one-year absence from the Board pursuant to the nomination and election procedures in paragraph (b) below.

**(b) Nominations and Election by the Board.** The Nominating and Governance Committee is required to recommend to the Board all nominees for the Board. The Board shall vote on the nominees on an annual basis, to the extent there are nominees up for election, the approval of which shall require an affirmative vote of at least three-fourths (75%) of the directors then in office. Any additions of new members to the Board which are off-cycle must be approved by the affirmative vote of at least three-fourths (75%) of the directors then in office, at the recommendation of the Nominating and Governance Committee.

**(c) Transition Provisions.** The foregoing notwithstanding, the Corporation's directors as of the effective date of these Bylaws shall be such persons who shall serve for such terms and subject to such term limits as provided in Schedule A attached to these Bylaws.

### **3.5 Vacancies**

A vacancy or vacancies on the Board shall exist in the event that the actual number of directors is less than the authorized number for any reason. In addition, the Board may declare by resolution a vacancy in the office of any director who has been declared of unsound mind by an order of court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the Nonprofit Corporation Law. Any director who misses 50% or more of the Board meetings in a fiscal year shall cease to qualify to serve as a director and shall be removed from the Board unless these qualifications are waived by the affirmative vote of a majority of the directors then in office.

### **3.6 Resignation**

Except as provided below, any director may resign at any time by giving written notice to the Chair of the Board or the Secretary (as each is defined in Section 6 below). The resignation shall take effect upon receipt of notice or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly elected director or directors.

### **3.7 Removal**

A director may be removed from office at any time, with or without cause, by an affirmative vote of at least three-fourths (75%) of the directors then in office. No reduction in the authorized number of directors shall have the effect of removing any director before that director's term of office expires unless the reduction also provides for the removal of that specified director in accordance with these Bylaws and the Nonprofit Corporation Law, and the reduction in the authorized number also has the affirmative vote of at least three-fourths (75%) of the directors then in office.



**3.8 Filling Vacancies**

Vacancies on the Board may be filled in the same manner as these Bylaws provide for election of directors. The Nominating and Governance Committee is required to recommend to the Board all nominees. The Board shall approve the nominees at a regular or special meeting of the Board, by approval of at least three-fourths (75%) of the directors then in office or, if the number of directors then in office is less than a quorum, by (a) the unanimous written consent of the directors then in office, (b) the affirmative vote of at least three-fourths (75%) of the directors then in office at a meeting held with notice in accordance with Section 4.4 or waiver of notice in accordance with Section 4.6, or (c) a sole remaining director. A director elected to fill an existing vacancy shall hold office for the unexpired portion of the term, or until his or her death, resignation, or removal from office.

**3.9 Compensation and Reimbursement**

Directors shall not receive any compensation for their services as directors. The Board may, but shall not be required to, authorize the advancement or reimbursement to a director of actual reasonable expenses incurred in carrying out his or her duties as a director.

**3.10 Conflict of Interest Policy**

The Board shall adopt a policy that (a) requires directors, officers, and key employees to annually disclose any interest that constitutes or could result in a conflict of interest and (b) sets out procedures for reviewing and resolving such matters in accordance with law.

**3.11 Power to Grant Awards**

In addition to its other powers, the Board shall be authorized to make awards from time to time, including but not limited to scholarships, stipends, grants, and other awards, that in the judgment of the Board, further the mission of the organization.

**4. Board Meetings****4.1 Regular Meetings**

Regular meetings of the Board shall be held at such dates, times, and places as determined by the Board. Each year, the Board shall hold at least one meeting, and shall hold at least one meeting at which the agenda includes filling vacancies on the Board, if any, arising from expiration of terms.

**4.2 Special Meetings**

Special meetings of the Board, for any purpose, may be called at any time by the Chair of the Board, the Secretary, or any two directors. The meeting shall be held at a place within California as designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the Corporation.

**4.3 Telephone and Electronic Meetings**

Any meeting may be held by conference telephone, electronic video screen, or similar communication equipment, as long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such a meeting.

**4.4 Notice**

Regular meetings may be held without notice if the date, time, and place of the regular meetings are fixed by action of the Board. Notice of the date, time, and



place of a special meeting, or of a regular meeting if not designated by the Board, shall be given to each director by one of the following methods: (a) upon four (4) days' notice if by first-class mail; or (b) forty-eight (48) hours before the meeting if (i) by personal delivery of written notice; (ii) by telephone or by voice-messaging system; (iii) by facsimile transmission; or (iv) by e-mail, in accordance with Section 8.4. All such notices shall be given or sent to the director's address, e-mail address, or telephone number as shown on the records of the Corporation. The notice shall state the date and time of the meeting, and the place if other than the principal office of the Corporation. It need not specify the purpose of the meeting.

#### **4.5 Voting**

Each director present and voting at a meeting shall have one vote on each matter presented to the Board for action at that meeting. No director may vote at any meeting by proxy.

#### **4.6 Waiver of Notice**

Notice of a meeting need not be given to any director who signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protesting the lack of notice, either before or at the commencement of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

#### **4.7 Quorum**

A majority of the total number of directors then in office shall constitute a quorum, but in no event shall quorum be less than two (2) or one-fifth (1/5) of the authorized number of directors, whichever is greater. An action taken or decision made by a majority of the directors then in office at a duly held meeting at which a quorum is present shall be the act of the Board, except as provided by Section 5211 of the Nonprofit Corporation Law or as elsewhere provided in these Bylaws. The Board shall transact no business at any meeting at which a quorum is not present. The directors at a duly held meeting at which a quorum is initially present may continue to transact business, despite the departure of directors, if any action taken or decision made is approved by the required number of directors. Any changes to these Bylaws to remove or modify a provision that requires by its terms the vote of a larger proportion of the directors than otherwise required by law, such provision may not be removed or modified except by vote of such larger number of directors.

#### **4.8 Adjournment**

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of adjournment to another time or place need not be given unless the original meeting is adjourned for more than twenty four (24) hours, in which case notice shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

#### **4.9 Minutes**

The Board shall keep minutes of each meeting, which shall be kept and filed with the corporate records.

#### **4.10 Action Without a Meeting**

Subject to the requirements of any public meeting laws, any action that the Board is required or permitted to take may be taken without a meeting if all directors,



individually or collectively, consent in writing to the action; provided that the consent of any "interested director" as defined in Section 5233 of the Nonprofit Corporation Law shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as a unanimous vote of the directors. All such consents shall be filed with the minutes of the proceedings of the Board.

## **5. Committees**

### **5.1 Board Committees**

The Board may, by resolution of a majority of directors then in office, provided that a quorum is present, create, and appoint members to, one (1) or more committees ("Board Committees"), each consisting of three (3) or more directors, to serve at the pleasure of the Board. Only directors may serve on any Board Committee. The Board may, at any time, revoke or modify any or all of the authority so delegated to a Board Committee. The Board Committees shall include, if and when designated by the Board, an Executive Committee, a Nominating and Governance Committee, and a Talent and Compensation Committee, plus any additional Board Committees as the Board may designate. Any such Board Committee, to the extent provided in the Board resolution, shall have all the authority of the Board, subject to the limitations set out in Section 5212(a) of the Nonprofit Corporation Law, and except with respect to:

(a) The approval of any action for which the Law also requires approval of the Board or the approval of a majority of all members;

(b) The filling of vacancies on the Board or on any committee which has the authority of the Board;

(c) The fixing of compensation of the directors for serving on the Board or on any committee;

(d) The amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) The appointment of committees of the Board or the members thereof;

(g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or

(h) The approval of any self-dealing transaction as defined by Section 5233 of the Nonprofit Corporation Law or any successor section thereto, except as provided by law.

### **5.2 Action of Board Committees; Chair of Board Committees**

Except as may be contemplated by resolution of the Board or as the situation may require, meetings and actions of Board Committees shall be governed by, held, and taken in accordance with the provisions of these Bylaws concerning meetings and other Board actions. Each Board Committee shall keep minutes of each meeting, which shall be kept and filed with the corporate records.



The chair of each Board Committee shall be appointed by the approval of at least three-fourths (75%) of the directors then in office, and shall serve for a two-year term as committee chair and may, if elected by the Board, serve an additional one-year term for a maximum of three years.

### **5.3 Advisory Committees**

The Board may create and appoint individuals to one (1) or more advisory committees ("Advisory Committees"), each consisting of three (3) or more directors, non-directors, or a combination of directors and non-directors. The Advisory Committees shall include, if and when designated by the Board, a Finance and Operations Committee, an Audit Committee, a Marketing Committee, and an Advancement Committee, plus any additional Advisory Committees as the Board may designate. Advisory Committees may not exercise the authority of the Board to make decisions on behalf of the Corporation. Advisory Committees shall be restricted to making recommendations to the Board or Board Committees and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee. The Board may, at any time, revoke or modify any or all of the responsibilities assigned to the Advisory Committee.

The chair of each Advisory Committee shall be appointed by the approval of at least three-fourths (75%) of the directors then in office, and shall serve for a two-year term as committee chair and may, if elected by the Board, serve an additional one-year term for a maximum of three years.

### **5.4 Ad Hoc Committees**

The Board may create and appoint individuals to one or more Ad Hoc Committees or similar bodies that may consist of directors and persons who are not officers or directors of the Corporation, with such responsibilities as determined by the Board. Any such Ad Hoc Committee may not exercise the authority of the Board to make decisions on behalf of the Corporation. The Board may, at any time, revoke or modify any or all of the responsibilities assigned to the Ad Hoc Committee.

### **5.5 Advisory Council**

The Board may create and appoint individuals to one or more advisory councils or similar bodies (each, an "Advisory Council"), consisting of persons who are not officers or directors of the Corporation, with such responsibilities as determined by the Board. Any such Advisory Council shall act only in an advisory capacity to the Board, shall have no legal authority to act for the Corporation, and shall clearly be held out as an "advisory council" or similar name. The Board may, at any time, revoke or modify any or all of the responsibilities assigned to the Advisory Council.

## **6. Officers**

### **6.1 Officers Designated**

The officers of the Corporation shall include, if and when designated by the Board, a Chair of the Board, a Vice-Chair of the Board, a Chief Executive Officer, a President who typically serves as the Chief Executive Officer, one or more Vice Presidents, a Secretary, a Treasurer or a Chief Financial Officer, or both, and such other officers with such titles and duties as shall be determined by the Board. At a minimum, the Corporation must have a Chair of the Board or President (or both), a Secretary, and a Treasurer or Chief Financial Officer. Any number of offices may



be held by the same person, except that no person serving as the Secretary, the Treasurer or the Chief Financial Officer may serve concurrently as the President or Chair of the Board. If so determined by the Corporation, the Corporation may elect Co-Chairs of the Board to exercise and perform the powers and duties of Chair of the Board.

## **6.2 Selection and Term**

The officers of the Corporation shall be chosen by the Board, shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. The Nominating and Governance Committee is required to recommend to the Board all officer nominees. The Board shall vote on the nominees on an annual basis, to the extent there are nominees up for election, the approval of which shall require an affirmative vote of at least three-fourths (75%) of the directors then in office. Any additions of new officers which are off-cycle must be approved by at least three-fourths (75%) of the directors then in office, at the recommendation of the Nominating and Governance Committee. The officers will be elected to the following terms:

- a) The Chair of the Board shall serve for a two-year term and may, if elected, serve an additional one-year term for a maximum of three years.
- b) The Vice-Chair shall serve for a two-year term and may, if elected, serve an additional one-year term for a maximum of three years.
- c) The Treasurer shall serve for a two-year term and may, if elected, serve an additional one-year term for a maximum of three years.
- d) The Secretary shall serve for a two-year term and may, if elected, serve an additional one-year term for a maximum of three years.

The Chief Executive Officer shall be a hired employee of the Corporation. Any hiring, firing, or changes to the employment contract (including, but not limited to, contract extensions) of the Chief Executive Officer shall require the affirmative vote of at least three-fourths (75%) of the directors then in office.

Notwithstanding the foregoing, the Corporation's officers as of the effective date of these Bylaws shall be such persons for such terms as provided in Schedule B attached to these Bylaws. The officer term lengths set forth in Schedule B shall count towards the maximum year limits stated in this Section 6.2 for the respective office.

## **6.3 Resignation**

Any officer may resign at any time by giving written notice to the Chair of the Board or the Secretary. The resignation shall take effect upon receipt of notice or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

## **6.4 Removal**

Except for the Chief Executive Officer, any officer may be removed with or without cause by the Board or by any officer on whom the Board may confer that power of removal, without prejudice to any rights of an officer under any contract of



employment. The Chief Executive Officer may only be removed by the affirmative vote of at least three-fourths (75%) of the directors then in office, subject to the rights, if any, under any contract of employment.

#### **6.5 Vacancies**

A vacancy in any office because of death, resignation, or removal may only be filled by the Board in the same manner as these Bylaws provide for election to that office.

#### **6.6 Chair of the Board**

The Chair (or Co-Chairs) of the Board, if there be such officer(s), shall, if present, preside at all meetings of the Board and exercise and perform such powers and duties as from time to time may be assigned to him or her by the Board or prescribed by these Bylaws. If there is no President, the Chair (or Co-Chairs) of the Board shall, in addition, be the general manager and Chief Executive Officer(s) of the Corporation and shall have the powers and duties prescribed in Section 6.8.

#### **6.7 Vice-Chair**

The Vice-Chair shall have such powers and perform such duties as the Board, or these Bylaws may prescribe. The Vice-Chair shall have such powers and perform such duties as the Board, or these Bylaws may prescribe. In the absence of the Chair (or Co-Chair) of the Board, a Vice-Chair or another director selected by the Board shall preside at Board meetings.

#### **6.8 President/Chief Executive Officer**

Subject to such powers and duties, if any, as may be prescribed by these Bylaws or the Board for the Chair (or Co-Chairs) of the Board, if there be such officer(s), the President shall be the general manager and typically the Chief Executive Officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the Corporation. He or she shall have all of the powers and shall perform all of the duties which are ordinarily inherent in the office of the President, and he or she shall have such further powers and shall perform such further duties as may be prescribed for him or her by the Board.

#### **6.9 Vice Presidents**

In the absence or disability or refusal to act of the President, the Vice Presidents in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the President or the Board, shall perform all of the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them, respectively, by the Board or these Bylaws.

#### **6.10 Secretary**

As a requirement to being chosen as Secretary, a nominee shall already be an authorized director on the Board of the Corporation. The Secretary shall keep or cause to be kept at the principal executive office of the Corporation or such other place as the Board may order a book of minutes of all proceedings of the Board, with the time and place of each meeting, whether regular or special, and, if special, how authorized, the notice thereof given, and the names of those present. The Secretary or, if he or she is absent or unable or refuses to act, any other officer of the Corporation shall give or cause to be given notice of all the meetings of the



Board required by these Bylaws or by statute to be given, and he or she shall keep the seal of the Corporation, if any, in safe custody. He or she shall have all of the powers and perform all of the duties incident to the office of Secretary, and he or she shall have such further powers and shall perform such further duties as may be prescribed for him or her by the Board.

#### **6.11 Treasurer**

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times. The Treasurer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, (ii) disburse or cause to be disbursed the Corporation's funds as the Board may order, (iii) render or cause to be rendered to the President and the Board, when requested, an account of all transactions of the Treasurer and of the financial condition of the Corporation and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the Bylaws may require.

#### **6.12 Compensation Review**

The Board shall take such actions to review, approve, and document the approval process for officer and key employee compensation as may be required under the Nonprofit Integrity Act and other applicable law, which may include adoption of a written policy setting forth guidelines for such actions.

### **7. Indemnification and Insurance**

#### **7.1 Definitions**

For purposes of this Section 7, "Agent" means any person who is or was a director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or other agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a predecessor corporation of the Corporation or another enterprise at the request of such predecessor corporation; "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "Expenses" includes, without limitation, attorneys' fees and any expenses incurred in establishing a right to indemnification under Section 7.2.

#### **7.2 Right of Indemnity**

To the fullest extent permitted by law and subject to Section 7.3 and the other provisions of these Bylaws, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party by reason of the fact that such person is or was an Agent of the Corporation, against all Expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the Proceeding.

#### **7.3 Approval of Indemnity**

On written request to the Board by any Agent seeking indemnification, to the extent that the Agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d) of the Nonprofit Corporation Law. Otherwise, the Board shall promptly determine, by a majority



vote of a quorum consisting of directors who are not parties to the Proceeding, whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) of the Nonprofit Corporation Law has been met and, if so, may authorize indemnification.

#### **7.4 Advancement of Expenses**

The Board may authorize the advance of Expenses incurred by or on behalf of an Agent in defending any Proceeding, before final disposition of the Proceeding, if (a) the Board finds that the requested advances are reasonable in amount under the circumstances, and (b) the Agent submits a written undertaking to repay the advance, unless it is ultimately determined that the Agent is entitled to be indemnified by the Corporation for those Expenses.

#### **7.5 Insurance**

The Corporation shall have the right to purchase and maintain insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against such liability under this Section 7, provided, that the Corporation shall not have the power to purchase and maintain such insurance to indemnify any Agent of the Corporation for a violation of Section 5233 of the Nonprofit Corporation Law.

### **8. Records, Reports and Communications**

#### **8.1 Inspection by Directors**

Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents, and physical properties. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts.

#### **8.2 Financial Reporting**

The Corporation shall produce and distribute the financial and other reports required by the Nonprofit Corporation Law, including, without limitation, the annual report required by Section 6321 and the statement of transactions or indemnification required by Section 6322, and if required, shall produce and make publicly available the financial statements required by the Nonprofit Integrity Act.

#### **8.3 Fiscal Year**

The fiscal year of the Corporation shall begin on the first of September and end on the thirty-first of August each year, unless otherwise determined by the Board.

#### **8.4 Electronic Transmissions**

Unless otherwise provided in these Bylaws, and subject to any guidelines and procedures that the Board may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws (including, without limitation, the written consents contemplated by Section 4.10) include any form of recorded message in the English language capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or e-mail; provided that (a) the Corporation has obtained a valid written consent from the recipient to the use of such means of communication; (b) for electronic transmissions to the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (c) the transmission



creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible, tangible form.

## **9. Gifts, Grants, Contracts and Annual Budget**

### **9.1 Gifts**

The Board or its designee may accept, on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable purposes of the Corporation.

### **9.2 Grants**

The Board shall exercise itself, or delegate, subject to its supervision, control over grants, contributions, and other financial assistance provided by the Corporation, including, without limitation, those made in connection with fiscal sponsorship relationships.

### **9.3 Deposits**

All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories or agency organizations as the Board may authorize.

### **9.4 Contracts**

The Board may authorize any officer(s) or agent(s), in the name of and on behalf of the Corporation, to enter into any contract or execute any instrument. Any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board to the contrary, the Chair of the Board (or both Co-Chairs of the Board signing together), Chief Executive Officer, President (if different than the Chief Executive Officer), and Treasurer are each authorized to execute such instruments on behalf of the Corporation.

### **9.5 Payment of Money**

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation may be signed by any one of the Chair of the Board (or both Co-Chairs of the Board signing together), Chief Executive Officer, President (if different than the Chief Executive Officer), or Treasurer.

### **9.6 Annual Budget**

The annual budget of the Corporation must be approved each year by the affirmative vote of at least three-fourths (75%) of the directors then in office. To the extent that the Board does not approve an annual budget, the budget for the year shall default to the previous year's budget, normalized for one-time activities and adjusted for inflation.

## **10. Office**

### **10.1 Principal Office**

The principal office of the Corporation for the transaction of its business shall be located in Mountain View, California, or in such other place as may be specified by resolution of the Board.

### **10.2 Other Offices**

The Corporation may also have branch or subordinate offices at other places, within or outside California, as the Board may determine.



**11. Emergency Provisions**

In anticipation of or during an emergency, as defined in Section 5140(n)(5) of the Nonprofit Corporation Law, the Corporation may take any of the actions set out in Section 5140(n) of the Nonprofit Corporation Law.

**12. Amendment**

Except as otherwise provided by law, these Bylaws may be amended or repealed and new Bylaws adopted by approval of at least three-fourths (75%) of the directors then in office.



**Schedule A****Initial Period - List of directors and director terms**

As of the effective date of these Bylaws, the following persons shall take office as directors of the Corporation to serve for such terms, subject to the term limits, and assigned to such director groups as stated below:

**Group A Directors**

	<u>Name</u>	<u>Term End Date</u>	<u>Eligibility for Re-election</u>
1.	Steve Bell	August 31, 2025	None
2.	Cathy Cha	August 31, 2025	One additional three-year term (last term ends August 31, 2028)
3.	Mitch Cohen	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
4.	Brad Geier	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
5.	Brian Grey	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
6.	Ted Griggs	August 31, 2025	None
7.	Wally Haas	August 31, 2025	None
8.	Charlotte Haas-Prime	August 31, 2025	None
9.	James Halper	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
10.	Justin Hoeveler	August 31, 2024	Two additional three-year terms (last term ends August 31, 2030)
11.	John Levin	August 31, 2025	None
12.	Andrea Quinones-Rivera	August 31, 2024	None
13.	Doug Raetz	August 31, 2025	One additional three-year term (last term ends August 31, 2028)
14.	Mindy Rogers	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
15.	Joan Ryan	August 31, 2024	None
16.	Dave Stewart	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
17.	Debra Stipek	August 31, 2024	None



	<u>Name</u>	<u>Term End Date</u>	<u>Eligibility for Re-election</u>
18.	Todd Walthall	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
19.	David Wong	August 31, 2024	One additional three-year term (last term ends August 31, 2027)
20.	Eric Becker	August 31, 2024	Two additional three-year terms (last term ends August 31, 2030)
21.	Antonio Davis	August 31, 2024	Two additional three-year terms (last term ends August 31, 2030)

**Group B Directors**

	<u>Name</u>	<u>Term End Date</u>	<u>Eligibility for Re-election</u>
1.	Laura Hazlett	August 31, 2023	None
2.	Karen Degolia	August 31, 2023	None
3.	Wendy McAdam	August 31, 2023	None
4.	Dan Whalen	August 31, 2023	None
5.	David Shapiro	August 31, 2024	None
6.	Troy Fowler	August 31, 2024	None
7.	Linda Verhulp	August 31, 2022	One additional three-year term (last term ends August 31, 2025)
8.	Amy Brooks	August 31, 2023	One additional three-year term (last term ends August 31, 2026)
9.	Glen Matsumoto	August 31, 2022	Two additional three-year terms (last term ends August 31, 2028)
10.	John Butler	August 31, 2023	Two additional three-year terms (last term ends August 31, 2029)
11.	Bob Bowlsby	August 31, 2023	Two additional three-year terms (last term ends August 31, 2029)
12.	Leslie Gray	August 31, 2024	Two additional three-year terms (last term ends August 31, 2030)
13.	Jen Sweeney	August 31, 2024	Two additional three-year terms (last term ends August 31, 2030)

The above group designations shall only apply for the period from the effective date of these Bylaws through August 31, 2023 for purposes of the officer election requirements in **Schedule B** to these Bylaws. After such period, such group designations among the directors shall no longer exist.



**Schedule B****Initial Period - List of officers and officer terms**

As of the effective date of these Bylaws, the following persons shall take office as the officers of the Corporation to hold such offices for such terms and subject to the term limits as stated below:

<b><u>Name</u></b>	<b><u>Office</u></b>	<b><u>Term Length/Expiration</u></b>
Wally Haas	Co-Chair of the Board	Ends August 31, 2023
Laura Hazlett	Co-Chair of the Board	Ends August 31, 2023
Glen Matsumoto	Treasurer	Two years
Linda Verhulp	Secretary	Two years
Janet Carter	President and Chief Executive Officer	N/A

If, for any reason, either of the persons named above to serve as Co-Chairs of the Board are unable to serve through the end of their term as stated in this **Schedule B** their respective replacement shall be selected to serve out the remainder of that term as follows:

- **Group A Directors** shall select the replacement for Wally Haas
- **Group B Directors** shall select the replacement for Laura Hazlett

After August 31, 2023, or at such earlier date as determined by the Board in accordance to Section 6.2, the Corporation shall have a Chair of the Board (or Co-Chairs if so determined by the Board in the future) of the Board elected by the Board following the procedures in Section 6.2 of the Bylaws, and this **Schedule B** will be of no further force or effect. By no later than December 31, 2022, the Nominating and Governance Committee shall bring to the Board for its approval one or more recommended candidates to succeed as the Chair (or Co-Chairs) of the Board.



**OFFICERS' CERTIFICATE**

**THE POSITIVE COACHING ALLIANCE**

Laura Hazlett and Linda Verhulp hereby certify that:

1. They are the Chair of the Board and the Secretary, respectively, of The Positive Coaching Alliance, a California nonprofit public benefit corporation having the California Corporation Number 2118556.

2. The principal terms of the Agreement of Merger in the form attached were duly approved by the Board of Directors.

3. This corporation has no members.

4. No additional approval of the Agreement of Merger is required.

5. The Attorney General of the State of California has been given notice of the merger.

*[Remainder of page intentionally left blank.]*



We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our knowledge.

DATED: March 11, 2022

  
\_\_\_\_\_  
Laura Hazlett, Chair of the Board

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Linda Verhulp, Secretary



We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our knowledge.

DATED: \_\_\_\_\_, 2022

\_\_\_\_\_  
Laura Hazlett, Chair of the Board

DATED: March 11, 2022

\_\_\_\_\_  
Linda Verhulp, Secretary



**OFFICERS' CERTIFICATE****COACHING CORPS**

Walter J. Haas and John P. Levin hereby certify that:

1. They are the Chair of the Board and the Secretary, respectively, of Coaching Corps, a California nonprofit public benefit corporation having the California Corporation Number 2073196.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the Board of Directors.
3. This corporation has no members.
4. No additional approval of the Agreement of Merger is required.
5. The Attorney General of the State of California has been given notice of the merger.

*[Remainder of page intentionally left blank.]*



We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our knowledge.

DATED: 3/12/22, 2022

Walter J. Haas  
Walter J. Haas, Chair of the Board

DATED: 3/11/22, 2022

John P. Levin  
John P. Levin, Secretary





I hereby certify that the foregoing transcript of AD page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

MAR 25 2022

A handwritten signature in blue ink, appearing to read 'Shirley N. Weber'.

SHIRLEY N. WEBER, Ph.D., Secretary of State



---

**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

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*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

---

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Positive Coaching Alliance  
66 Franklin Street, Suite 300  
Oakland, CA 94607

Print Name and Title of Authorized Representative:

Judy Dillenbeck, VP Accounting/Finance

Signature of Authorized Representative:

\_\_\_\_\_  
Date: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2022

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

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

PRODUCER  
InterWest Insurance Services, LLC  
P.O. Box 8110  
Chico CA 95927-8110

CONTACT NAME: Erica Shaw, ARM, AAI, AIS, CPIW

PHONE (A/C, No, Ext): 916-609-8354

FAX (A/C, No):

E-MAIL ADDRESS: eshaw@iwins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Nonprofits' Insurance Alliance of California

11845

INSURER B : North American Elite Ins Co

29700

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED  
Positive Coaching Alliance  
1001 N. Rengstorff Ave Ste 100  
Mountain View CA 94043

License#: 0B01094  
POSICOA-01**COVERAGES**

CERTIFICATE NUMBER: 1060528058

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SSP: \$3MM/\$1MM GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	202157478	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Liquor Liability \$ \$1MM/\$1MM
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	202157478	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			202157478UMB	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>BUSINESS PERSON PROPERTY BUSINESS INCOME RC - SF</b>			CWB001836302-57478	12/1/2021	12/1/2022	BPP TOTAL BI DED 244,135 18 MONTHS 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured status applies to requested entities if required by written contract per the attached policy form/endorsement(s). Waiver of subrogation applies to requested entities if required by written contract per the attached policy form/endorsement(s). Primary non-contributory applies to requested entities if required by written contract per the attached policy form/endorsement(s).

Re: Workshops at school site.  
The City of Waterbury and the Waterbury Board of Education.

**CERTIFICATE HOLDER****CANCELLATION**

City of Waterbury  
and the Waterbury Board of Education  
c/o Chief Operating Officer  
235 Grand Street, 1st Floor  
Waterbury CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.





# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2287265

DATE (MM/DD/YYYY)

5/20/2022

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<b>CONTACT NAME:</b> 888-828-8365	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> <b>POSITIVE COACHING ALLIANCE</b> 66 FRANKLIN ST STE 300 OAKLAND, CA 94607-3734	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Indemnity Insurance Co. of North America	43575
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	X	C70042666	1/2/2022	10/1/2022
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WAIVER OF SUBROGATION IN FAVOR OF The City of Waterbury and the Waterbury Board of Education WHEN REQUIRED BY WRITTEN CONTRACT

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THE CITY OF WATERBURY AND THE WATERBURY BOARD OF EDUCATION  
WATERBURY BOARD OF EDUCATION  
236 GRAND STREET, RM 341  
WATERBURY, CT 06702



**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity Inc. POSITIVE COACHING ALLIANCE	Endorsement Number
	Policy Number Symbol: RWC      Number: C70042666
Policy Period 1/2/2022 <b>TO</b> 10/1/2022	Effective Date of Endorsement 1/2/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

The City of Waterbury and the Waterbury Board of Education  
The City of Waterbury and the Waterbury Board of Education.  
236 Grand Street, Rm 341  
Waterbury, CT 06702

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

Acc#: 2287265

DATE (MM/DD/YYYY)

5/20/2022

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

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

<b>PRODUCER</b> Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<b>CONTACT NAME:</b> 888-828-8365	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> <b>POSITIVE COACHING ALLIANCE</b> 66 FRANKLIN ST STE 300 OAKLAND, CA 94607-3734	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Indemnity Insurance Co. of North America	43575
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input type="checkbox"/> N					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A	X	C70042666	1/2/2022	10/1/2022	X PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WAIVER OF SUBROGATION IN FAVOR OF The City of Waterbury and the Waterbury Board of Education WHEN REQUIRED BY WRITTEN CONTRACT

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THE CITY OF WATERBURY AND THE WATERBURY BOARD OF EDUCATION  
CITY OF WATERBURY  
CITY HALL, 235 GRAND STREET  
WATERBURY, CT 06702

AUTHORIZED REPRESENTATIVE



**Workers' Compensation and Employers' Liability Policy**

Named Insured Insperity Inc. POSITIVE COACHING ALLIANCE	Endorsement Number
	Policy Number Symbol: RWC      Number: C70042666
Policy Period 1/2/2022 TO 10/1/2022	Effective Date of Endorsement 1/2/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

The City of Waterbury and the Waterbury Board of Education  
The City of Waterbury and the Waterbury Board of Education.  
City Hall, 235 Grand Street  
Waterbury, CT 06702

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY  
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

**A. Section II – WHO IS AN INSURED** is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION -  
FOOD CONTRIBUTIONS OR CLIENT REFERRALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED  
EQUIPMENT - AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: 2021-57478  
Named Insured: Positive Coaching Alliance

COMMERCIAL GENERAL LIABILITY  
CG 20 11 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease or agreement currently in effect, or becoming effective during the term of this policy.
<b>Additional Premium:</b> <b>Included</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s)</b>	<b>Designation Of Premises</b>
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- However:
- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
    - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

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**SCHEDULE**

**Name of Person or Organization:**

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

## SCHEDULE

**Section 4 – Who Is An Insured** is amended to include as an additional insured the person, entity or organization shown in the Schedule, but only with respect to liability for "bodily injury", arising from "improper sexual conduct" or "physical abuse" caused solely by your operations; which "bodily injury" is caused by an act of "improper sexual conduct" or "physical abuse" committed within the coverage territory and which act of "improper sexual conduct" or "physical abuse" first takes place during the term of the policy to which this endorsement is attached.





*A Head for Insurance. A Heart for Nonprofits.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY -  
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM**

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**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

The insurance extended by this endorsement is primary coverage when you have so agreed in a written contract or agreement and will be considered non-contributory with the additional insured(s) own insurance.



POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**HOLLY MAXSON**

Supervisor of Fine Arts  
Office 203-346-6671 Ext.11275  
hmaxson@waterbury.k12.ct.us

**Memorandum**

To: Board of Education and Board of Aldermen

From: Holly Maxson, Supervisor of Fine Arts

Date: May 24, 2022

Re: Board of Aldermen Approval Request/Executive Summary- Contract for WPS Student Enrichment Project with The Greater Waterbury YMCA

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The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$95,000.000 for WPS Student Enrichment Project with The Greater Waterbury YMCA.

This contract is scheduled to be approved by the Board of Education on June 2, 2022.

This contract was initiated under the request for proposal process. The Greater Waterbury YMCA is considered a sole source organization.

Under this contractual agreement The Greater Waterbury YMCA will provide discounted memberships for WPS students ages 12-18.

The contract will commence on July 1, 2022 and terminate on June 30, 2025. The funding source for this contract is Federal Esser 3 ARP.

Accordingly, attached for your review and consideration is a copy of the proposed contract

Please note further that an electronic version and one complete set ("record copy") of documents including contract proposals, has been placed on file with our Contracts Manager. Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully,  
Holly Maxson



# PROFESSIONAL SERVICES AGREEMENT

For

Discounted YMCA Memberships

between

The City of Waterbury, Connecticut

and

The Greater Waterbury YMCA

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and The Greater Waterbury YMCA ("YMCA"), an organization located at 136 West Main Street, Waterbury, Connecticut (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide discounted memberships to the Greater Waterbury YMCA for Waterbury Public School students ages 12-18 for the academic years commencing July 1, 2022, July 1, 2023 and July 1, 2024 (hereinafter Academic Years 1, 2 and 3); and

**WHEREAS**, the City selected the Contractor to provide such services; and

---

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

## **NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.



- 1.1. The Project consists of and the Contractor shall provide discounted memberships to the Greater Waterbury YMCA for Waterbury Public School students ages 12-18 for the three (3) academic years identified herein, including:

- 570 – 3-month Youth and Teen Memberships (\$35.00 each)
- 5 - Family Fun Day events (\$1,000.00 each)

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source Procurement documents (attached hereto)
- 1.1.2 YMCA proposal (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 YMCA proposal (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

- 2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and



all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the



Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall



such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.



**5. Contract Time.** The term of this Contract shall commence Academic Year 1, pending all necessary approvals, and shall terminate the close of Academic Year 3, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Ninety-Five Thousand dollars (\$95,000.00); (\$25,000 Academic Year 1, \$35,000 Academic Year 2, \$35,000 Academic Year 3).

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor,



services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. **Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. **Indemnification.**

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.



**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

**9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,**



**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00** each claim.

**\$3,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a**



**waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear".** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are



incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such



person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available



pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.



**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).



**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: The Greater Waterbury YMCA  
136 West Main Street  
Waterbury, CT 06702

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

**WITNESSES:**

**THE GREATER WATERBURY YMCA**

Sign:  \_\_\_\_\_

By:  \_\_\_\_\_

Print name: Allison Bekhuis

Its: Chief Executive Officer

Sign:  \_\_\_\_\_

Date: 5/6/22

Print name: Tamara Lee



## ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. YMCA proposal (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.



- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's



Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.





FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## CORPORATE RESOLUTION

I, Michael L. O'Connor, hereby certify that I am the duly elected Secretary of the Waterbury Young Men's Christian Association, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the governing Board of Directors of said corporation duly held on the 4th day of February 2022.

"It is hereby resolved that James M. O'Rourke is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof" within the scope and authority as Chief Executive Officer.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Waterbury Young Men's Christian Association corporation this 6th day of May 2022.

Seal



Michael L. O'Connor, Secretary



Holly,

Below you will find the Greater Waterbury YMCA's proposal for partnership within your Community Enrichment program. Per our discussion and keeping in line with a budget of \$25,000 the YMCA can offer the following combination of Youth/Teen Memberships and Family Fun Days:

- 570 - 3 month Youth and Teen Memberships (570 @ \$35 each)
- 5 - Family Fun Days (5@ \$1,000 each)

**Youth/Teen Memberships** – 3 month membership for students 12-18 years old.

**Family Fun Day** – 2 hour events will take place once a month on a Sunday from September 2022 – January 2023 and include 1.5 hours of family swim (adults must be on deck or in water depending on swim ability and age of child), open gymnasium, use of Wellness Center for children 12+ with an accompanying adult. Ability to host a Flick and Float movie. 150ppl maximum per event.

Please let me know if you have any additional thoughts or ideas. The YMCA is excited to once again partner with the City of Waterbury and Waterbury Public Schools to help our community grow and thrive.

Best,

Allison Reklaitis

Director of Development




KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Waterbury YMCA to Provide Enrichment and Recreational Activities

Date: January 21, 2022

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After review of the attached memo dated January 21, 2022 indicating that the Waterbury YMCA is the only source providing the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).





# **WATERBURY**

## **PUBLIC SCHOOLS**

**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

1.21.22

Dear Kevin McCaffery,

Please accept the Waterbury YMCA as a sole source organization. Currently they are the only company offering is a sole source provider for enrichment and recreational activities that include but are not limited to water safety, aquatics instruction, physical programs, child development services, day camp, team building and a myriad of health and wellness programs.

Thank you for your time in reviewing The Waterbury YMCA as a sole source.

Respectfully,  
Holly Maxson





FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

January 19, 2022

Holly Maxson  
Supervisor of Fine Arts  
Waterbury Public Schools  
236 Grand Street, Room 164  
Waterbury, CT 06702

Re: Community Enrichment Project

Dear Ms. Maxson:

It is my pleasure to provide this letter of support to the Waterbury Board of Education in its efforts to provide a new Community Enrichment Project to strengthen community here in Waterbury.

The YMCA has the resources available to support opportunities for local youth and can provide a plethora of programs and services to enhance and strengthen their families as well.

Please be advised, the Waterbury YMCA is a sole source provider of all encompassing enrichment and recreational activities that include but are not limited to water safety, aquatics instruction, physical programs, child development services, day camp, team building and a myriad of health and wellness programs.

The Greater Waterbury YMCA has worked collaboratively with the City of Waterbury, the Board of Education, and the Department of Public Health regarding many community wide initiatives including neighborhood revitalization, public forums and hearings, health screenings and community based health fairs, and a community wide effort to effect change across all youth serving entities.

We look forward to continuing the collaboration with the Waterbury Board of Education and will assist in any area in which we have expertise. Please let me know if there is anything further that we can do.

Sincerely,

James M. O'Rourke  
CEO





**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

2.2.22

Dear Rona Nickerl,

This letter is to provide you with a brief overview of the services provided by the as related to Waterbury YMCA in partnership with Waterbury Public Schools ***Community Enrichment Project***. The Waterbury YMCA is able to provide discounted membership to our WPS students ages 12 and up and include a family day on Sundays. Once a member our students would be covered under the insurance of the Waterbury YMCA's facility. Below is a list of what our WPS students would have access to at the Waterbury YMCA facility.

Fully renovated modern Wellness Center, including 50 different cardiovascular machines

Free weight area and Functional Training area

Indoor running track

Climate controlled gymnasium with 6 basketball hoops

Indoor, six-lane, 25 yd. pool

Family locker room for added privacy

Two racquetball courts

Over 58 group fitness classes including Pilates, step, cardio, Zumba, yoga, muscle strengthening and Group Cycling

Fully equipped group fitness room with stage and sound system

Staff monitored free parking in 4 lots

FREE weight loss program for all new members

Warm-water therapy pool for recreation and swim lessons

Thank you for your time in reviewing the Waterbury YMCA, in regards to risk management for our WPS ***Community Enrichment Project***.

Respectfully,  
Holly Maxson







**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

**School Readiness**

(Service or Commodity Covered by Contract)

**09/01/2021-6/30/2022**

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

**2022 21<sup>st</sup> Century Programming – 7 sites**

(Service or Commodity Covered by Purchase Order)

**1/15/2022**

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



# CITY OF WATERBURY

## ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)

### Persons or Entities Conducting Business with the City

#### II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with  
Financial Interest

X

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



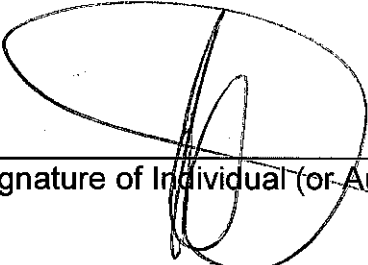
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Waterbury Young Men's Christian Assoc  
(Name of Organization)

  
Signature of Individual (or Authorized Signatory)

4/22/22  
Date

James M. O'Rourke, CEO  
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☐



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Waterbury Young Men's Christian Assn.  
136 West Main Street  
Waterbury, CT 06702

Print Name and Title of Authorized Representative:

James M. O'Rourke, CEO

Signature of Authorized Representative:

Date: 4/22/22



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: \_\_\_\_\_

County of New Haven

James M. O'Rourke, Chief Executive Officer, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or Chief Executive Officer*** of Waterbury Young Men's Christian Assn. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

N/A The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Vernon Proctor	President	YMCA Board of Directors	N/A	2/6/61
2 Charles Oman	Vice President	YMCA Board of Directors	N/A	9/27/51
3 Adam Simonsen	Vice President	YMCA Board of Directors	N/A	12/29/76
4 Michael O'Connor	Secretary	YMCA Board of Directors	N/A	3/7/66
5 Jackie Caulfield	Treasurer	YMCA Board of Directors	N/A	8/3/64

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 Vernon Proctor	President	2/6/61	N/A
2 Charles Oman	Vice President	9/27/51	N/A
3 Adam Simonsen	Vice President	12/29/76	N/A
4 Michael O'Connor	Secretary	3/7/66	N/A
5 Jackie Caulfield	Treasurer	8/3/64	N/A

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Waterbury Young Men's Christian Assn aka Greater Waterbury YMCA	State of Connecticut	136 W. Main St/ 63 Prospect St, Waterbury CT 06702
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

**For Corporation**

[Signature]  
Witness

James O'Rourke  
Name of Corporate Signatory

136 West Main Street, Waterbury,  
CT 06702

Address of Business

Affix  
Corporate  
Seal

By: [Signature]  
James O'Rourke

Its: Chief Executive Officer  
Chief Executive Officer

State of Connecticut )

) SS

County of New Haven )

James M. O'Rourke being duly sworn,

deposes and says that he/she is Chief Executive Officer of Waterbury Young Men's  
Christian Assc. and that he/she answers to the foregoing questions  
and all statements therein are true and correct.

Subscribed and sworn to before me this 27<sup>th</sup> day of April 2022.

[Signature]

(Notary Public)

My Commission Expires: 6-30-2024



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 5/3/2022

**To:** Jerry Gay  
Department of Education

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Young Men's Christian Association of Waterbury (YMCA)  
Vernon Proctor  
Charles Oman  
Adam Simonsen  
136 West Main St.  
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NCO/wmf

Nancy J Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



## Insurance Bid Specifications Recommendation

**Contact Name:** Holly Maxon / Jerry Gay

## Insurance Requirements

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**General Liability:**

### \$2,000,000 General Aggregate

**Auto Liability:**

### Any Auto, All Owned and Hired Autos

### \$1,000,000 Aggregate

**(Applicable to Contractors working directly with Youth/Minors)**

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation.

Thanks

Rou





HOLLY MAXSON  
Supervisor of Fine Arts  
Office 203-346-6671  
cell 203-704-1440  
Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

2.1.22  
City of Waterbury  
Risk Management Department  
Rona Nickerl

Dear Rona Nickerl,

This letter is to provide you with a brief overview of the services provided by the Waterbury Palace Theater as related to Waterbury Public Schools *Community Enrichment Project*. The Waterbury Palace Theater is able to provide girls in grades 11 and 12 the opportunity to be exposed to college and career opportunities related to technical theater as well as performance. This would be in collaboration with the Governor's Council of Women and Girls STEAM Initiative with Holly Maxson.

The activities included in this would revolve around learning about technical arts such as lighting and sound, creative positions as well as administrative positions. It will also include learning about Broadway musicals appearing at the Palace, attending shows that are age appropriate. Our students involved with this project will have an opportunity to meet cast members, attend master classes by performing arts professionals and experience hands-on what it means to work in a career for behind the scenes technical arts and arts management positions.

Thank you for your time in reviewing the Waterbury Palace Theater in regards to risk management for our Community Enrichment Project.

Respectfully,  
Holly Maxson





WATEYOU-03

KTYIMOK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

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

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

PRODUCER Hollis D. Segur Inc. 10 Research Pkwy, Ste. 400 Wallingford, CT 06492	CONTACT NAME: Kristin Tyimok	
	PHONE (A/C, No, Ext): (203) 699-4527 FAX (A/C, No):	
	E-MAIL ADDRESS: kjt@hdsegur.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Church Mutual Insurance Company	18767
	INSURER B: United States Fire Insurance Company	21113
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			040447602290324	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			040447609290219	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			040447681290551	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4087420497	10/1/2021	10/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property			040447602290324	10/1/2021	10/1/2022	Blkt Bldg & BPP 18,560,208

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Directors & Officers, Philadelphia Ins Co, PHSD1174135 10/1/20-21 Limit \$1,000,000  
Employee Theft, United States Fire Ins Co, 5068864836 10/1/20-21 Limit \$250,000 Ded \$1,000  
Abuse & Molestation, United States Fire Ins Co, 5068864836 10/1/20-21 Limit \$1M/\$2M  
Professional Liability, 5068864836, 10/1/2020-21, \$1,000,000 limit

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Waterbury 236 Grand St Waterbury, CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**HOLLY MAXSON**

Supervisor of Fine Arts  
Office 203-346-6671 Ext.11275  
hmaxson@waterbury.k12.ct.us

**Memorandum**

To: Board of Education and Board of Aldermen

From: Holly Maxson, Supervisor of Fine Arts

Date: May 24, 2022

Re: Board of Aldermen Approval Request/Executive Summary- Contract for WPS Student Enrichment Project with The Boys & Girls Club of Greater Waterbury

---

The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$55,000.000 for WPS Student Enrichment Project with The Boys & Girls Club of Greater Waterbury.

This contract is scheduled to be approved by the Board of Education on June 2, 2022.

This contract was initiated under the request for proposal process. The Boys & Girls Club of Greater Waterbury is considered a sole source organization.

Under this contractual agreement The Boys & Girls Club of Greater Waterbury will provide after-school memberships for up to one hundred Waterbury Public School middle and/or high school students.

The contract will commence on July 1, 2022 and terminate on June 30, 2025. The funding source for this contract is Federal Esser 3 ARP.

Accordingly, attached for your review and consideration is a copy of the proposed contract

Please note further that an electronic version and one complete set ("record copy") of documents including contract proposals, has been placed on file with our Contracts Manager. Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully,  
Holly Maxson







# **PROFESSIONAL SERVICES AGREEMENT**

**For**

**After-School Club Memberships**

**between**

**The City of Waterbury, Connecticut**

**and**

**The Boys & Girls Club of Greater Waterbury, Inc.**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and THE BOYS & GIRLS CLUB OF GREATER WATERBURY, INC. ("Boys & Girls Club"), a corporation located at 1037 East Main Street, Waterbury, Connecticut (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide after-school Boys & Girls Club memberships for up to one hundred (100) Waterbury Public School middle and/or high school students for the academic years commencing July 1, 2022, July 1, 2023 and July 1, 2024 (hereinafter Academic Years 1, 2 and 3); and

**WHEREAS**, the City selected the Contractor to provide such services; and

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**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

## **NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.



- 1.1. The Project consists of and the Contractor shall provide after-school Boys & Girls Club memberships for up to one hundred (100) Waterbury Public School middle and/or high school students for the three (3) academic years identified herein.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source Procurement documents (attached hereto)
- 1.1.2 Boys & Girls Club proposal dated February 9, 2022 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 Boys & Girls Club proposal dated February 9, 2022 (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

- 2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.



**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.



**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the



implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence Academic Year 1, pending all necessary approvals, and shall terminate the close of Academic Year 3, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").



**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Fifty-Five Thousand dollars (\$55,000.00); (\$15,000 Academic Year 1, \$20,000 Academic Year 2, \$20,000 Academic Year 3).

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal



and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the



Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

**9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,  
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations  
aggregate**



Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00 each claim.**

**\$3,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:**

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least



thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any



person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.



**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in



advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses,



(including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).



**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: The Boys & Girls Club of Greater Waterbury, Inc.  
1037 East Main Street  
Waterbury, CT 06705

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

**WITNESSES:**

**THE BOYS & GIRLS CLUB OF  
GREATER WATERBURY, INC.**

Sign: Wendy Anderson

By: 

Print name: Wendy Anderson

Its: Executive Director

Sign: D. P.

Date: May 17, 2022

Print name: Drew Postupack



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## ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Boys & Girls Club proposal dated February 9, 2022 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.



- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's



Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.





**BOYS & GIRLS CLUB**  
OF GREATER WATERBURY

**GREAT FUTURES START HERE.**

### **BOARD RESOLUTION**

I, Ashley O'Connor, Secretary of **The Boys and Girls Club of Greater Waterbury**, a Connecticut corporation (the "Contractor"), DO HEREBY certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Contractor duly held and convened on April 26, 2022 at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

**RESOLVED:** "That **Karen Senich., Executive Director, and Steven Shaker, President of the Board of Directors**, are hereby authorized to make, execute and approve on behalf of this company, any and all contracts and amendments and to execute and approve on behalf of this company, other instruments, a part of or incident to such contracts and amendments effective until otherwise ordered by the Board of Directors."

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of **The Boys and Girls Club of Greater Waterbury** this 17<sup>th</sup> day of May, 2022.

Ashley O'Connor  
**Ashley O'Connor, Secretary of the Board**





BOYS&amp;GI-01

AHRUSKA

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/24/2021

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

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

<b>PRODUCER</b> Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	<b>CONTACT NAME:</b> Amy E. Fedele <b>PHONE (A/C, No, Ext):</b> (860) 430-3252 252 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> afedele@smithbrothersusa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> Twin City Fire Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Boys & Girls Club of Greater Waterbury, Inc 1037 East Main Street Waterbury, CT 06705	<b>NAIC #</b> 10677 29459	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ETD 0335771	6/26/2019	6/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ETA 0335771	6/26/2021	6/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ETD 0335771	6/26/2019	6/26/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	02WECCT5187	6/26/2021	6/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabili		ETD 0335771	6/26/2019	6/26/2022	Liability Limit 1,000,000
A	Professional Liabili		ETD 0335771	6/26/2019	6/26/2022	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Continued:

Cincinnati Ins. Co. (Company A) Policy # ETD0335771 Effective 6/26/19 - 6/26/22 Physical Abuse, Sexual Misconduct or Sexual Molestation Liability: \$1,000,000 per occurrence / \$3,000,000 aggregate

The City of Waterbury is included as an additional insured as respects to General Liability & Umbrella per policy forms. Coverage is primary and non-contributory as respects to General Liability & Umbrella per policy forms. The City of Waterbury is included under Waiver of Subrogation as respects to General Liability & Umbrella per policy forms.

## CERTIFICATE HOLDER

City Of Waterbury  
 235 Grand Street  
 Waterbury, CT 06702

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Christine M. Kennedy*




KEVIN McCAFFERY  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Boys & Girls Club of Greater Waterbury for Community Enrichment Project

Date: January 24, 2022

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After review of the attached memo dated January 24, 2022 indicating that the Boys & Girls Club of Greater Waterbury is the only source providing the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).





# **WATERBURY**

## **PUBLIC SCHOOLS**

**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671 ext.275

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

1.24.22

Dear Kevin McCaffery,

Please accept the Boys & Girls Club of Greater Waterbury as a sole source organization for our Community Enrichment Project. The Summer enrichment and after-school programs are sole source programs because they are all created and implemented exclusively by the staff at Boys & Girls Club of Greater Waterbury.

Thank you for your time in reviewing this organization as a sole source.

Respectfully,  
Holly Maxson





**BOYS & GIRLS CLUB**  
OF GREATER WATERBURY

**GREAT FUTURES START HERE.**

January 21, 2022

Holly Maxson  
Supervisor of Fine Arts  
Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

*Sent via email only*

Dear Holly:

This letter shall confirm that the Boys & Girls Club of Greater Waterbury, including its Summer Enrichment and After-School Programs, are sole source programs, created and implemented exclusively by the Boys & Girls Club. No other organization provides Boys & Girls Club programs. There are no other organizations authorized to use the Boys & Girls Club logo or the Boys & Girls Club designed programs.

In order to benefit from the programs designed and developed by Boys & Girls Clubs of America, one must either be a member of the After-School program or participate in the Summer Enrichment Program.

If you need additional information, please feel free to call (203) 756-8104 or email [ksenich@bgcgwater.org](mailto:ksenich@bgcgwater.org). More information can also be found at [www.bgcgwater.org](http://www.bgcgwater.org).

Sincerely,

Karen Senich  
Executive Director





**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

2.2.2022

Dear Rona Nickerl,

This letter is to provide you with a brief overview of the services provided for the Boy & Girls Club of Greater Waterbury as related to partnering with Waterbury Public Schools ***Community Enrichment Project***. The Boy & Girls Club of Greater Waterbury is able to provide Waterbury Public Schools students ages 6-14 years of age, an opportunity to attend summer camp in Science, Technology, Engineering, Arts and Mathematics also known as STEAM. There will be a focus on arts and enrichment as well as weekly field trips. This camp will begin the first week in July of 2022 and run approximately seven weeks in duration.

Thank you for your time in reviewing the Boy & Girls Club of Greater Waterbury in regards to risk management for our ***Community Enrichment Project***.

Respectfully,  
Holly Maxson





**GREAT FUTURES START [HERE](#).**

February 9, 2022

Holly Maxson  
Supervisor of Fine Arts  
Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

*Sent via email only*

Dear Ms. Maxson:

The Boys & Girls Club of Greater Waterbury is committed to providing a wide range of educational and recreational opportunities, a safe environment, and supportive relationships to the children and teens of Greater Waterbury and to help those who need it most discover their interests, have a positive outlook for their future, and be confident, successful stewards of their communities.

The Boys & Girls Club serves children and teens in grades K – 12. The Club's After-School Program will commence August 29, 2022 and will run through the school year following the Waterbury Public School calendar. The cost to attend the Club is \$125/year. The After-School Program is open Monday – Friday from 2 – 6pm (7pm for high school) and it follows the Waterbury Public School schedule. The program focuses on academic success, healthy lifestyle and good character and citizenship. The academic programs include visual arts, science and technology, math and reading enrichment and other educational endeavors.

After-School members are primarily Waterbury residents and, for their families, the need for affordable, safe and enriching after-school activities for their children is critical. Currently, the Club's After-School membership includes families 31% of whom are considered extremely low income and 58% are low and moderate income (HUD guidelines). Additionally, especially for the middle and high school members, parents/guardians may be unwilling to spend money for after-school programs because parents/guardians may think the older students can stay home alone. Families may need to save that money for other household obligations. To alleviate any financial concerns and to make the decision to send middle and high school members to after-school an easy one, we would ask the Waterbury Public Schools to consider subsidizing the cost of the After-School Program for the 2022 – 2023 school year for up to 100 middle and high school students. As stated above, the cost for the entire school year is \$125 per student.

Proposed 100 middle & high school members: \$12,500.00



The impact of this funding will be vast. The cost savings to each family could provide stimulus to the local economy, allow the children to reverse learning loss, restore feelings of safety, address their social-emotional concerns and to have fun again. For their parents, they can provide for their families without the stress of finding and paying for childcare.

Respectfully, I ask you to consider joining the Boys & Girls Club in providing safe, educational after-school programs to middle and high school students in Waterbury. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Karen Senich', with a stylized, flowing script.

Karen Senich  
Executive Director



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

-----

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Boys & Girls Club of Greater  
Waterbury

\_\_\_\_\_  
(Name of Company, if applicable)



\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

4-27-22  
Date

Karen Senich, Executive Director

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered





**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

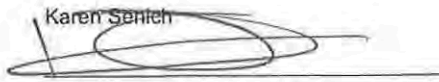
- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Boys & Girls Club of Greater Waterbury  
1037 East Main Street  
Waterbury, CT 06705

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Karen Senich  
  
Date: 4-27-22



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: Waterbury

County of New Haven

Karen Senich, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Executive Director** of the Boys & Girls Club of Greater Waterbury, the Contractor that has submitted the attached agreement.
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
  - \_\_\_\_\_ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - \_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - \_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )  
\_\_\_\_\_) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

Dana E. Santanelli  
Witness DANA SANTANELLI

Boys & Girls Club of Gr. Waterbury  
Name of Corporate Signatory  
1037 East Main St. Waterbury, CT  
Address of Business

Affix  
Corporate  
Seal

By: [Signature]  
Name of Authorized Corporate Officer  
Its: Karen Senich  
Executive Director  
Title



**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

) SS Middlebury

County of New Haven )

Karen Senich being duly sworn,

deposes and says that he/she is Executive Director of Boys+Girls Club and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 27 day of April 2023.

Lorraine Nemec

(Notary Public)

My Commission Expires: 2/28/2024

Lorraine Nemec

Notary Public

My Commission expires: 02/28/2024



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 5/3/2022**

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Boys and Girls Club of Greater Waterbury  
1037 East Main St.  
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



**HOLLY MAXSON**

Supervisor of Fine Arts  
Office 203-346-6671 Ext.11275  
hmaxson@waterbury.k12.ct.us

**Memorandum**

To: Board of Education and Board of Aldermen

From: Holly Maxson, Supervisor of Fine Arts

Date: May 24, 2022

Re: Board of Aldermen Approval Request/Executive Summary- Contract for WPS Student Enrichment Project with Shakespearience Productions, Inc.

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The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$65,000.000 for WPS Student Enrichment Project with Shakespearience Productions, Inc.

This contract is scheduled to be approved by the Board of Education on June 2, 2022.

This contract was initiated under the request for proposal process. Shakespearience Productions, Inc. is considered a sole source organization.

Under this contractual agreement Shakespearience Productions, Inc. will provide a custom-designed theatrical after-school/weekend musical theatre program for Waterbury Public School students in grades 6-12.

The contract will commence on July 1, 2022 and terminate on June 30, 2025. The funding source for this contract is Federal Esser 3 ARP.

Accordingly, attached for your review and consideration is a copy of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of documents including contract proposals, has been placed on file with our Contracts Manager. Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully,  
Holly Maxson



PROFESSIONAL SERVICES AGREEMENT  
For  
Shakespeareance Community Enrichment Program  
between  
The City of Waterbury, Connecticut  
and  
Shakespeareance Productions, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Shakespeareance Productions, Inc., a not for profit company located at 117 Bank Street, Waterbury, Connecticut (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide a custom-designed theatrical afterschool/weekend musical theatre program for Waterbury Public School students in grades 6-12, including related resources, and support for the academic year commencing July 1, 2022, July 1, 2023 and July 1, 2024 (hereinafter Academic Years 1, 2 and 3); and

**WHEREAS**, the City selected the Contractor to provide such services; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.



- 1.1. The Project consists of and the Contractor shall provide a custom-designed theatrical afterschool/weekend musical theatre program for Waterbury Public School students in grades 6-12, including related resources and support for the three (3) academic years identified herein.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Sole Source Procurement documents (attached hereto)

1.1.2 Certificates of Insurance, incorporated by reference (attached hereto)

1.1.3 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.4 All Required Licenses

1.1.5 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 Sole Source Procurement documents

1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.



**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.



**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the



implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence Academic Year 1, pending all necessary approvals, and shall terminate the close of Academic Year 3, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").



**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Sixty-Five Thousand dollars (\$65,000.00); (\$15,000 Academic Year 1, \$25,000 Academic Year 2, \$25,000 Academic Year 3).

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal



and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the



Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## 9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,  
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations  
aggregate**



Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00** each claim.

**\$3,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least



thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any



person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.



**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in



advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses,



(including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).



**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

26.1. **Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. **Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. **Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. **Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



29. **Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. **Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. **Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:   Shakespeareance Productions, Inc.  
                  117 Bank Street  
                  Waterbury, CT 06702

City:           City of Waterbury  
                  Department of Education  
                  c/o Chief Operating Officer  
                  235 Grand Street, 1<sup>st</sup> Floor  
                  Waterbury, CT 06702

32. **City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member Of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

Print name:

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

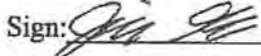
Sign: \_\_\_\_\_

Print name:

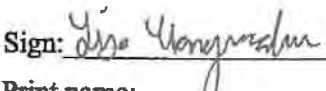
Date: \_\_\_\_\_

WITNESSES:

SHAKESPEARIENCE PRODUCTIONS,  
INC.

Sign:   
Print name: Jessica Gaddis

By:   
Its: Managing Director

Sign:   
Print name: Lisa Vangersdote

Date: 5-13-22



## ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Certificates of Insurance, incorporated by reference (attached hereto)
3. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
4. All Required Licenses (see attached Document)
5. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.



- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's



Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



CORPORATE RESOLUTION

I, Diane M. Stewart, hereby certify that I am the duly elected and acting Secretary of Shakesperience Productions a corporation organized and existing under the laws of the State of Connecticut. do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 11 day of May, 2022.

"It is hereby resolved that Isaiah Santiago is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Shakesperience Productions <sup>Inc.</sup> corporation this 13<sup>th</sup> day of May, 2022.



Secretary

Diane M Stewart



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**



(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☐

JEFFREY LAPHAM

(Name of Official)

21<sup>ST</sup> CENTURY ESDE GRANTS COORDINATOR, W.P.S.

(Position with City)

PARTTIME EMPLOYEE  
EXECUTIVE PRODUCER OF SUMMER PROGRAMS

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☒

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Snakeperience Productions  
(Name of Company, if applicable)

Isaiah Santiago  
Signature of Individual (or Authorized Signatory)

5-13-22  
Date

Isaiah Santiago Managing Director  
Print or Type Name and Title (if applicable)

DELIVERED

☒ By Mail

☐

Hand-Delivered

☐



**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

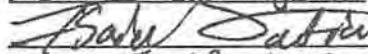
Full Legal Name and address of Recipient, Vendor, or Contractor:

SnakePerience Productions  
117 bank street  
Waterbury, CT 06702

Print Name and Title of Authorized Representative:

Isaiah Santiago managing director

Signature of Authorized Representative:



Date: 5-13-2022



KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing *KU*

Subject: Sole Source for Shakesperience Productions, Inc Community Enrichment Project

Date: January 31, 2022

---

After review of your letter, as well as the attached sole source letter from Shakesperience Productions Inc, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).





# WATERBURY

## PUBLIC SCHOOLS

**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

1.31.2022

Dear Kevin McCaffery,

Please accept Shakesperience Productions, INC. as a sole source organization and vendor for our Community Enrichment Project. I am requesting Shakesperience Productions, INC. be considered as a sole source vendor because no agents or dealers authorized to represent or otherwise set up the Shakesperience Productions, INC. Afterschool Program except the Shakesperience Productions, INC.

Thank you for your time in reviewing Shakesperience Productions INC. as a sole source vendor.

Respectfully,  
Holly Maxson





January 26th, 2022

Dear Holly,

This letter is to confirm that the Shakesperience Productions Afterschool Program is a sole source program, created and implemented exclusively by Shakesperience Productions. No other Theatre Program provides a similar or competing program. The Shakesperience Productions Afterschool Program must be purchased directly by an institution via the Shakesperience Productions Outreach Department. The Theatre holds a variety of intellectual property protections in the program, including exclusive copyrights and trademarks concerning the program. Competition is precluded by the existence of such intellectual property rights. There are no agents or dealers authorized to represent or otherwise set up the Shakesperience Productions Afterschool Program except the Shakesperience Productions.

There is no other Shakesperience Productions Program available for purchase that would serve the same purpose or function. Thus, Shakesperience productions is the sole source vendor for the Shakesperience Productions Afterschool Program.

If you desire additional information please feel free to call (203) 754-2531 or email [isantiago@shakesperienceproductions.org](mailto:isantiago@shakesperienceproductions.org) at any time or visit our website at [www.shakesperience.org](http://www.shakesperience.org)

Sincerely,

Isaiah Santiago

Managing Director  
Shakesperience Productions Inc.



**Board of Directors**

Gizelle Alexander  
Frances Batista  
Wendy Bernard  
Bill DeMaida  
George Frantzis  
Alisa Hunt  
Kathryn Kehoe  
Rep. Ron Napoli, Jr.  
Jim O'Rourke  
Diane Stewart  
Daniel C. Vollaro, C.P.A.  
Raymond Work

**Advisory Board**

Robert W. Blythe, Esq.  
Daniel Gaeta  
Susan LoFaso Henebry, Esq.  
Bob Kelly  
MaryJane I. Mattina, Ph.D.  
Jim Whitney

**Artistic Director**

Emily Mattina

**Executive Producer**

Jeffrey Lapham

**Community Enrichment Program**

Students will work with Shakesperience Resident Artists to rehearse a play that incorporates portrayals of real events and/or people from Waterbury neighborhoods. Students will be encouraged to explore their feelings about these people and events and what they meant to the people from those neighborhoods. This will be used to promote a sense of community with those around them in addition to building skills that are a part of all of our classes, such as working as an ensemble, building empathy, and speaking confidently. Students will be encouraged to explore different methods of storytelling in rehearsals. The final day of class will include a performance for parents and the public.





**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

2.2.22

Dear Rona Nickerl,

This letter is to provide you with a brief overview of the services provided by Shakesperience Productions, LLC. as related to Waterbury Public Schools ***Community Enrichment Project***. Shakesperience Productions is able to provide a custom designed theatrical afterschool program for WPS students in grades 6-12 on musical theatre. They plan to work with a local guest playwright, actors, singers and dancers to perform an original musical on the history of how Three Kings day Holiday became a holiday. All sessions will be held at after-school and on weekends at Shakesperience Productions on Bank street and WPS students will provide their own transportation to and from. Musical theatre productions typically include but are not limited to, singing, dancing and acting.

Thank you for your time in reviewing the Shakesperience Productions in regards to risk management for our Community Enrichment Project.

Respectfully,  
Holly Maxson



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

Litchfield

SS.: Watertown

County of New Haven

Isaiah Santiago [Signature], being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or representative** of Shave Experience Productions (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☒ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 JEFFREY LAPHAM	PRODUCER	NONE	RESIDENT	2-18-72
2 EMILY MARTINA	ARTISTIC DIRECTOR	NONE	RESIDENT	5-8-70
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

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



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

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

Name	Title	DOB	Stock %
1 NONSTOCK PUBLIC NONPROFIT ORGANIZATION			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 JEFFREY LAPINA	PRODUCER	NONE	73 LEFFINGWELL	2-18-71
2 EMILY MATTEVA	ARTIST/DIRECTOR	NONE	73 LEFFINGWELL	5-8-70
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
	NONE	
1		
2		



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

*[Signature]*  
Witness

Isaiah Santiago  
Name of Corporate Signatory

117 Bank St Waterbury, CT 06702  
Address of Business

Affix  
Corporate  
Seal

*[Signature]*  
By: Diane M Stewart  
Name of Authorized Corporate Officer

Its: Secretary  
Title

State of CT )

) SS Watertown

County of Litchfield )

Isaiah Santiago

*[Signature]* being duly sworn,

deposes and says that he/she is Managing Director of Shakes Perience Productions and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 17<sup>th</sup> day of May 2022.

*[Signature]*

(Notary Public)

My Commission Expires: 3/31/2023

TANNITH E. MCDONNELL  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
March 31, 2023



THE CITY OF WATERBURY  
MEMORANDUM

**From:** Delinquent Tax Office

**Date** 5/24/2022

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Shakesperience Productions, Inc.  
117 Bank St.  
Waterbury, CT 06702

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



**HOLLY MAXSON**

Supervisor of Fine Arts  
Office 203-346-6671 Ext.11275  
hmaxson@waterbury.k12.ct.us

**Memorandum**

To: Board of Education and Board of Aldermen

From: Holly Maxson, Supervisor of Fine Arts

Date: May 24, 2022

Re: Board of Aldermen Approval Request/Executive Summary- Contract for WPS Student Enrichment Project with The Palace Theater Group, Inc.

---

The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$125,000.000 for WPS Student Enrichment Project with The Palace Theater Group, Inc.

This contract is scheduled to be approved by the Board of Education on June 2, 2022.

This contract was initiated under the request for proposal process. The Palace Theater Group, Inc. is considered a sole source organization.

Under this contractual agreement The Palace Theater Group, Inc. will provide after-school arts and career-based educational programming for Waterbury Public School students in grades 11 and 12.

The contract will commence on July 1, 2022 and terminate on June 30, 2025. The funding source for this contract is Federal Esser 3 ARP.

Accordingly, attached for your review and consideration is a copy of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of documents including contract proposals, has been placed on file with our Contracts Manager. Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully,  
Holly Maxson



**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**Arts and Career-Based Educational Programming**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**The Palace Theater Group, Inc.**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and The Palace Theater Group, Inc., a not for profit organization located at 100 East Main Street, Waterbury, Connecticut (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide arts and career-based educational programming for Waterbury Public School students in grades 11 and 12 for the academic years commencing July 1, 2022, July 1, 2023 and July 1, 2024 (hereinafter Academic Years 1, 2 and 3); and

**WHEREAS**, the City selected the Contractor to provide such services; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.



- 1.1. The Project consists of and the Contractor shall provide two sessions (one per semester) of arts and career-based educational programming for Waterbury Public School students in grades 11 and 12 for the three (3) academic years identified herein.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source Procurement documents (attached hereto)
- 1.1.2 Palace Theater proposal dated January 31, 2022 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 Palace Theater proposal dated January 31, 2022 (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.



**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.



**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the



implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence Academic Year 1, pending all necessary approvals, and shall terminate the close of Academic Year 3, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").



**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed One-Hundred Twenty-Five Thousand dollars (\$125,000.00); (\$25,000 Academic Year 1, \$50,000 Academic Year 2, \$50,000 Academic Year 3).

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going



into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged



infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

**9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,  
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations  
aggregate**



Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00 each claim.**

**\$3,000,000.00 aggregate limit**

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:**

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least



thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any



person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.



**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in



advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses,



(including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).



**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

26.1. **Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. **Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. **Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. **Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: The Palace Theater Group, Inc.  
100 East Main Street  
Waterbury, CT 06702

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

**THE PALACE THEATER GROUP,  
INC.**

Sign: Anabela Dec  
Anabela Dec

Print name: \_\_\_\_\_

By: Frank Tavern  
FRANK TAVERN

Its: CEO

Sign: Sandra M. Rosa  
Print name: Sandra M. Rosa

Date: 5/23/2022



#### ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Palace Theater proposal dated January 31, 2022 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.



- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's



Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.







### CORPORATE RESOLUTION

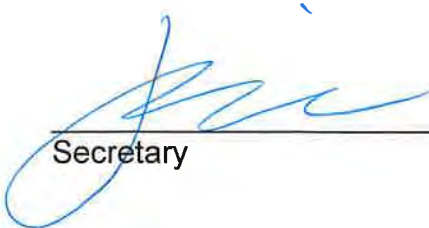
I, Jack Senich, hereby certify that I am the duly elected and acting Secretary of The Palace Theater Group a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 10 day of May, 2022.

"It is hereby resolved that FRANK TAUBER is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Palace Theater Group corporation this 10 day of May, 2022.

  
Secretary







**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**



(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202<sup>2</sup>)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202<sup>2</sup>)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

The Palace Theater Group, Inc.  
(Name of Company, if applicable)

  
\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

5/23/22  
\_\_\_\_\_  
Date

Frank Tavera, C.E.O.  
\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

*The Palace Theater Group, Inc*  
*100 East Main Street*  
*Waterbury, CT 06102*  
*Frank Tavera, CEO*  
*[Signature]*  
Date: *5/23/22*







**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing *KM*

Subject: Sole Source for Waterbury Palace Theater to Provide Arts Programs

Date: January 21, 2022

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After review of the attached memo dated January 21, 2022 indicating that the Waterbury Palace Theater is the only source providing the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).





# **WATERBURY**

## **PUBLIC SCHOOLS**

**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

1.21.22

Dear Kevin McCaffery,

Please accept the Waterbury Palace Theater as a sole source organization. Currently they are the only company offering is a sole source provider for a variety of arts programs that are exclusively created and implemented by the Waterbury Palace theater staff.

Thank you for your time in reviewing the Waterbury Palace Theater as a sole source.

Respectfully,  
Holly Maxson





100 East Main Street | Waterbury CT 06702 | [www.palacetheaterct.org](http://www.palacetheaterct.org)

January 20, 2022

Holly Maxson  
Supervisor of Fine Arts  
Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

Dear Holly,

This letter is to confirm that the Palace Theater and its various arts and education programs are considered sole source programs, as they created and implemented exclusively by the Palace Theater and its staff.

Our arts and education programs, which include but are not limited to: *Learning in the Wings*, various customized show-related After-School programs, Master Class opportunities, as well as the theater's architectural and historical tour program can only be accessed or purchased directly by the Palace's programmatic and education departments, and no agents or dealers are authorized to represent these programs except the Palace Theater.

We take great pride in offering this unique and sole source programs and look forward to the opportunity of working with the Waterbury Public School and its Community Enrichment Program.

If you desire additional information, please feel free to call (203) 346.2007 or email me at [Tavera@palacetheaterct.org](mailto:Tavera@palacetheaterct.org).

Sincerely,

Frank Tavera

CEO



January 31, 2022

## **WPS Community Enrichment Program**

### **Proposal from the Palace Theater for Multi-Year Programs**

The Palace Theater proposes offering new arts and career-based educational programming for Waterbury Public Schools students for the 2022-2023 and 2023-2024 school years.

One of the Palace Theater's primary objectives involves working closely with local academic institutions to help instill students with a passion for – and an understanding of – the arts. Since 2007, the Palace has offered middle and high school students opportunities to participate in theater appreciation after-school programs, master classes, career conversations, and technical internships, making the Palace Theater well-positioned to offer arts programming as part of WPS's STEAM initiatives.

The need for arts programming has never been greater. Not only do school districts face yearly budget challenges, but the pandemic has further decreased many students' access to the arts in and out of school.

We propose providing enhanced learning opportunities for students interested in exploring or pursuing careers in the arts including:

- technical
- creative
- administrative positions

Offering two sessions, one per semester, the program will bring students into the theater over the course of a couple of months, either after school, on weekends, or a combination thereof. Students will:

- learn about the Broadway shows appearing at the Palace
- be given free tickets to the shows that are considered age appropriate

In coordination with each show, students will be provided with opportunities which could include events such as:

- cast and crew post-show talkbacks
- master classes by performing arts professionals
- page to stage learning (following the process of developing a performance piece).



In addition, we will use our exploration of the various productions as a means of identifying careers and jobs within theater. Many of our yearly participants come to us with a love of performing, but middle and high school students are not always aware of the many opportunities that lie beyond the footlights. In our program, they will be introduced to technical and administrative professions such as:

- costume design and construction
- lighting and set design
- stage management
- graphic design
- marketing
- accounting

Through a combination of job shadowing, workshops, and hands-on experience, these students will have access to technical theater professionals and local community mentors.

The programs will conclude with a final project for the students, based on the curriculum or an identified topic/technical skill.

We look forward to working with the Waterbury Public Schools on further developing this program.

Frank Tavera, Palace Theater CEO  
203.346.2007/ [tavera@palacetheaterct.org](mailto:tavera@palacetheaterct.org)

Dave Flowers, Chief Production Officer  
203.346.2003/ [flowers@palacetheaterct.org](mailto:flowers@palacetheaterct.org)

Peggy Terhune, Communications Manager, Education Coordinator  
203.346.2014/ [terhune@palacetheaterct.org](mailto:terhune@palacetheaterct.org)





**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

2.1.22

City of Waterbury

Risk Management Department

Rona Nickerl

Dear Rona Nickerl,

This letter is to provide you with a brief overview of the services provided by the Waterbury Palace Theater as related to Waterbury Public Schools ***Community Enrichment Project***. The Waterbury Palace Theater is able to provide girls in grades 11 and 12 the opportunity to be exposed to college and career opportunities related to technical theater as well as performance. This would be in collaboration with the Governor's Council of Women and Girls STEAM Initiative with Holly Maxson.

The activities included in this would revolve around learning about technical arts such as lighting and sound, creative positions as well as administrative positions. It will also include learning about Broadway musicals appearing at the Palace, attending shows that are age appropriate. Our students involved with this project will have an opportunity to meet cast members, attend master classes by performing arts professionals and experience hands-on what it means to work in a career for behind the scenes technical arts and arts management positions.

Thank you for your time in reviewing the Waterbury Palace Theater in regards to risk management for our Community Enrichment Project.

Respectfully,  
Holly Maxson



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

ss.: Waterbury

County of New Haven

Frank Tavera, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or C.E.O. of Palace Theater Group (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2 none				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2 none				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2 none		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2 none			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2 none				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2 none		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )  
\_\_\_\_\_) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

Anabelle Dye  
Witness

Frank Tavera  
Name of Corporate Signatory  
100 East Main Street  
Address of Business

Affix  
Corporate  
Seal

By: [Signature]  
Name of Authorized Corporate Officer

Its: C.E.O.  
Title



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

) SS

County of New Haven )

Frank Tavera being duly sworn,

deposes and says that he/~~she~~ is CEO of Palace Theater Group  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 23<sup>rd</sup> day of May 2022.  
Sandra M. Rosa  
(Notary Public)

My Commission Expires:

**SANDRA M. ROSA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2024



THE CITY OF WATERBURY  
MEMORANDUM

**From:** Delinquent Tax Office

**Date** 5/24/2022

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Palace Theater Group  
100 East Main St.  
Waterbury, CT 06702

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



**HOLLY MAXSON**

Supervisor of Fine Arts  
Office 203-346-6671 Ext. 11275  
hmaxson@waterbury.k12.ct.us

**Memorandum**

To: Board of Education and Board of Aldermen

From: Holly Maxson, Supervisor of Fine Arts

Date: May 24, 2022

Re: Board of Aldermen Approval Request/Executive Summary- Contract for WPS Student Enrichment Project with the Mattatuck Historical Society.

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The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$80,000.000. The Department of Education requests to enter into a three-year contractual agreement with the Mattatuck Historical Society from July 1, 2022 through June 30, 2025.

This contract is scheduled to be approved by the Board of Education on June 2, 2022.

This contract was initiated under the request for proposal process. The Mattatuck Historical Society is considered a sole source organization.

Under this contractual agreement the Mattatuck Historical Society will provide programs and services to Waterbury Public School students as part of the Waterbury Public Schools' After-School Student Enrichment Project. This will include seven students to attend the Matt's School's Out day long program, Seven students to attend the School's Out Summer Program, twenty five students to attend Fall, Winter and Spring Community events, and two students for an 80 hour internship.

The cost of the contract for WPS Student Enrichment Project with the Mattatuck Historical Society is \$80,000.00  
The term of this contract will be from July 1, 2022 through June 30, 2025.

Accordingly, attached for your review and consideration is a copy of the proposed contract

Please note further that an electronic version and one complete set ("record copy") of documents including contract proposals, has been placed on file with our Contracts Manager.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully, Holly Maxson







PROFESSIONAL SERVICES AGREEMENT

For

MATTATUCK MUSEUM PROGRAMS

between

The City of Waterbury, Connecticut  
and

The Mattatuck Historical Society

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and The Mattatuck Historical Society, an organization located at 144 West Main Street, Waterbury, Connecticut (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide Mattatuck Museum programs and services to Waterbury Public School students as part of the Waterbury Public Schools' After School Student Enrichment Project for the academic years commencing July 1, 2022, July 1, 2023 and July 1, 2024 (hereinafter Academic Years 1, 2 and 3); and

**WHEREAS**, the City selected the Contractor to provide such services; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide Mattatuck Museum programs and services to Waterbury Public School students as part of the Waterbury Public



Schools' After School Student Enrichment Project for the three (3) academic years identified herein, including:

- Admission for seven (7) students to Mattatuck Museum's monthly kid's art workshops
- Admission for seven (7) students to Mattatuck Museum's School's OUT! day-long experience on days in which Waterbury Public Schools are not in session
- Weekly admission for seven (7) students to Mattatuck Museum's School's OUT! Summer Adventure
- Admission for up twenty-five (25) students (per event) to Mattatuck Museum's fall, winter and spring community events
- admission for up
- admission for up
- 80-hour internship opportunities for two (2) students

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source Procurement documents (attached hereto)
- 1.1.2 Contractor proposal dated February 14, 2022 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 Contractor proposal dated February 14, 2022 (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill,



expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on



the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:



3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.



**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence Academic Year 1, pending all necessary approvals, and shall terminate the close of Academic Year 3, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Eighty Thousand dollars (\$80,000.00); (\$20,000 Academic Year 1, \$30,000 Academic Year 2, \$30,000 Academic Year 3).

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.



**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this



Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

**9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the



commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,  
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations  
aggregate**

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00 each claim.  
\$3,000,000.00 aggregate limit**  
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.3 Workers' Compensation: Statutory Limits within the State of  
Connecticut: Employers' Liability:**

EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the



coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.



**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a



provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to



the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the



City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).



**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. **Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. **Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. **Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: The Mattatuck Historical Society  
144 West Main Street  
Waterbury, CT 06702

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_


Date: \_\_\_\_\_

WITNESSES:

THE MATTATUCK HISTORICAL  
SOCIETY

Sign: 

Print name: Angel Bleggi

By: 

ROBERT BURNS

Its: EXECUTIVE DIRECTOR

Sign:  Date: 5/23/2022

Print name: QUIANA R. STANLEY



## ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Contractor proposal dated February 14, 2022 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.



- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's



Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



## Corporate Resolution

I, Pamela Baker, hereby certify that I am the duly elected and acting secretary of the Mattatuck Historical Society, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

### *Board of Directors*

Charles Monagan  
*President*

Sandra Vigliotti Senich  
*1st Vice President*

James R. Strub  
*2nd Vice President*

Bart R. Cutrali  
*Treasurer*

Pam Baker  
*Secretary*

Roger Ames  
Nancy S. Becker  
Martha Bernstein  
Richard F. Bushka  
David B. Cheever  
Phyllis Connors  
Jason Gagnon  
Judith Godburn Secor  
Kelly Haskins  
Brian T. Henebry  
Debra C. Hinck  
Greg Jacobi  
Kristen Jacoby  
David Mieczkowski  
Kelly O'Keefe  
Jeffrey Olsen  
Benjamin Ortiz  
Laurie Porzio  
Obadiah Wilford

### *Emeritus*

Mary Rosengrant-Chiappalone  
L.P. Sperry, Jr.  
C. Hiram Upson  
Orton P. Camp (1922-2006)  
G. Bradford Palmer (1924-2011)  
W. Fielding Secor (1942-2012)

Robert Burns  
*Director*

Cecelia "Keffie" Feldman  
*Curator*

The following resolution was adopted at a meeting of the corporation duly held on the 19<sup>th</sup> day of May, 2022.

"It is hereby resolved that Robert Burns, Executive Director, is authorized to make, execute and approve, on behalf of the corporation, any and all amendments thereof".

And I do certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Mattatuck Historical Society corporation this 19<sup>th</sup> day of May, 2022.



Secretary

Seal




**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Mattatuck Museum for Community Enrichment Project

Date: January 31, 2022

---

After review of the attached memo dated January 31, 2022 indicating that the Mattatuck Museum is the only source providing the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).





# **WATERBURY**

## **PUBLIC SCHOOLS**

**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

01.31.2022

Dear Kevin McCaffery,

Please accept the Mattatuck Museum as a sole source vendor our Waterbury Public Schools Community Enrichment Project. There are no other groups or organizations that are authorized to create School's OUT! programs, Exploration Series, Kid's Art Workshops, Kid's Art Classes, Mattatuck Museum Internship opportunities, or other family programs that make distinct connections between the Mattatuck Museum collections, the surrounding region, and the experiences of Waterbury students.

Thank you for your time in reviewing the Mattatuck Museum as a sole source vendor.

Respectfully,  
Holly Maxson





January 31, 2022

Ms. Holly Maxson  
Supervisor of Fine Arts  
Waterbury Public Schools

RE: WPS Community Enrichment Project Sole Source Letter

*Board of Directors*

Charles Monagan  
*President*

Sandra Vigliotti Senich  
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James R. Strub  
*2nd Vice President*

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Robert Burns  
*Director*

Cecelia "Keffie" Feldmar  
*Curator*

144 West Main Street  
Waterbury, CT 06702  
(203) 753-0381

[mattmuseum.org](http://mattmuseum.org)

Dear Ms. Maxson,

This letter confirms that the Mattatuck Museum's *School's OUT!* Program, Exploration Series, Kid's Art Workshops, Kid's Art Classes and Mattatuck Museum Internship opportunities are sole source programs created and executed by the Mattatuck Museum. These programs focus on making connections between students and families, the history and culture of Waterbury, Connecticut and New England utilizing the diverse collection of the Mattatuck Museum.

There are no other groups or organizations that are authorized to create *School's OUT!* programs, Exploration Series, Kid's Art Workshops, Kid's Art Classes, Mattatuck Museum Internship opportunities, or other family programs that make distinct connections between the Mattatuck Museum collections, the surrounding region, and the experiences of Waterbury students.

There is no other Mattatuck Museum *School's OUT!* Program, Exploration Series, Kid's Art Workshops, Kid's Art Classes, Mattatuck Museum Internship opportunities, or other family programs that serve the same function or purpose. As a result, the Mattatuck Museum is the sole source vendor for the Mattatuck Museum *School's OUT!* Program, Exploration Series, Kid's Art Workshops, Kid's Art Classes, Mattatuck Museum Internship opportunities, and other family programs.

If you need any additional information, please call my colleague Jason Foberg at (203) 753-0381 ext. 114 or email [jason@mattmuseum.org](mailto:jason@mattmuseum.org).

Sincerely,

Robert Burns  
Executive Director



February 14, 2022

Ms. Holly Maxson  
Supervisor of Fine Arts  
Waterbury Public Schools

RE: WPS Community Enrichment Project Program Outline

Dear Ms. Maxson,

*Board of Directors*

Charles Monagan  
*President*

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*1st Vice President*

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144 West Main Street  
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(203) 753-0381

[mattmuseum.org](http://mattmuseum.org)

The Mattatuck Museum plans to use the funds from the Waterbury Public School's Community Enrichment Project Program to serve over 300 Waterbury Public School students from July 1, 2022, through June 30, 2023. The museum will use funds to help create and provide admission for 7 children (50% of our capacity) to our monthly kid's art workshops which are often linked to our current exhibitions.

We will also provide 7 children (50% of our capacity) space in our School's OUT! day-long experience on days where WPS is off but adults still need to go into work. This 9-hour program provides both before and after care and 7 hours of hands-on art and history activities that will be partially funded through this program.

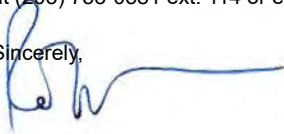
We will also provide 7 children each week (50% of our capacity) admission to our School's OUT! Summer Adventure programs which are 5-day long experiences that rely not only on museum staff but also teaching artists and other educators to fill their day with fun.

The museum will also use the funds to help create and pay for admission for up to 25 WPS students (per event) to our fall, winter and spring community events and to underwrite admission and the development of our Exploration Series, which allows families to have a more interactive experience while exploring the galleries.

Finally, we will be creating two 80-hour internship opportunities for WPS students. One student will help with part of the School's OUT! Summer Adventures program. The other student will select either the Summer or School Year School's OUT! Program. Each intern will create a day-long (or two!) program for future programs. Part of the funds can also be used

If you need any additional information, please call my colleague Jason Foberg at (203) 753-0381 ext. 114 or email [jason@mattmuseum.org](mailto:jason@mattmuseum.org).

Sincerely,







Robert Burns  
Executive Director

*Board of Directors*

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Waterbury, CT 06702  
(203) 753-0381

[mattmuseum.org](http://mattmuseum.org)





**HOLLY MAXSON**

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

2.2.2022

Dear Rona Nickerl,

This letter is to provide you with a brief overview of the services provided by the Mattatuck Museum as related to Waterbury Public Schools ***Community Enrichment Project***. The Mattatuck is able to provide Waterbury Public Schools elementary students the opportunity to be exposed to Art Workshops, MATT School's Out Programs and/or Art Class Series opportunities as related visual arts.

Children will be immersed in the Museum's galleries, special exhibitions and creating their own art projects while learning about history and developing their art skills with unique materials and techniques. These are fun, safe, and educational activities for our elementary students. All supplies provided. Parents will need to provide transportation to the Mattatuck Museum for this opportunity.

Thank you for your time in reviewing the Mattatuck Museum in regards to risk management for our Community Enrichment Project.

Respectfully,  
Holly Maxson



# ANNUAL STATEMENT OF FINANCIAL INTERESTS

Persons or Entities Conducting Business with the City  
Waterbury, Connecticut  
(For the Calendar Year 2021)

Vendor #:

4162

(Noted on top right  
side of letter.)

Name of Filing Party MatHattuck Historical Society  
MatHattuck Museum

## I. Outstanding Contracts or Purchase Orders with the City

No Outstanding Contracts or Purchase Orders with the City

☐

School tours - Grade 3-4

(Service or Commodity Provided)

PO # 192272 - Completed April 2022

(Term of Contract or PO)

School tours - Grade 5

(Service or Commodity Provided)

PO # 191765 - Completed April 2022

(Term of Contract or PO)

(Service or Commodity Provided )

(Term of Contract or PO)

(Service or Commodity Provided)

(Term of Contract or PO)



# ANNUAL STATEMENT OF FINANCIAL INTERESTS

Persons or Entities Conducting Business with the City

Waterbury, Connecticut

(For the Calendar Year 2021)

Name of Filing Party Mattatuck Historical Society  
Mattatuck Museum

## II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest ☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



# ANNUAL STATEMENT OF FINANCIAL INTERESTS

Persons or Entities Conducting Business with the City

Waterbury, Connecticut

(For the Calendar Year 2021)

Name of Filing Party Mattatuck Historical Society  
Mattatuck Museum

## CERTIFICATION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matters required to be disclosed by me pursuant to §39.061 of the Code of Ordinances. (Page 4)

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.116 and 39.101 of said Code. (Page 4)

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Mattatuck Historical Society  
(Name of Company, if applicable)

[Signature]  
Signature of Individual (or Authorized Signatory)

4/29/2022  
Date

Robert Burns - Exec Director  
Print or Type Name and Title (if applicable)

Delivered by:

☒ Email

☐ Mail

☐ Hand Delivered







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**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

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*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

1. Full Legal Name and address of Organization:

Mattatuck Historical Society  
144 West Main St.  
Waterbury, CT 06702

2. Print Name and Title of Authorized Representative:

Robert Burns

3. Signature of Authorized Representative:

\_\_\_\_\_

4. Date:

\_\_\_\_\_



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: \_\_\_\_\_

County of New Haven

Robert Burns, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent** or \_\_\_\_\_ of Mattatuck Historical Society (Contractor's Name), the Contractor that has submitted the attached agreement. (Museum)
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
  - ☒ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - ☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - ☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Robert Burns	Exec Director			
2 Sandra Senich	President			
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Mattatuck Museum	- School tours grade 3-5			
2 Mattatuck Museum	- After School programs			
3 Mattatuck Museum	- Attendance at various fundraisers, events & programs			
4 Mattatuck Museum				

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

Organization Name	Address	Type of Ownership
1		
2 N/A		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 Public - non profit organization			0
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor 14/19

In presence of:

Witness

Name of Partnership/Business



11/19

Its: Executive Director  
Title



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 5/25/2022

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Mattatuck Historical Society  
Sandra Senich  
144 West Main St.  
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2021

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

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

<b>PRODUCER</b> Chittenden Group 327 Church St P O Box 859 Naugatuck CT 06770	<b>CONTACT NAME:</b> Sheri Cialfi <b>PHONE (A/C, No, Ext):</b> (203) 723-7447 <b>E-MAIL ADDRESS:</b> sheri@chittendengroup.com <b>FAX (A/C, No):</b> (203) 723-4148																					
<b>INSURED</b> Mattatuck Historical Society 144 West Main Street Waterbury CT 06702	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Great Northern Ins. Co.</td><td>20303</td></tr><tr><td>INSURER B:</td><td>Federal Insurance Co.</td><td>20281</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Northern Ins. Co.	20303	INSURER B:	Federal Insurance Co.	20281	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**      **CERTIFICATE NUMBER:** 2021 - 2022 Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3602-63-56EUC	06/16/2021	06/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7358-93-55	06/16/2021	06/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non Owned & Hired \$ 1,000,000
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7989-24-01	06/16/2021	06/16/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			7174-59-07	06/16/2021	06/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Abuse & Molestation Liability			3602-63-56EUC	06/16/2021	06/16/2022	Aggregate Limit deductible 1,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





## Waterbury School Readiness

### Executive Summary

**DATE:** May 31, 2022

**TO:** Honorable Board of Alderman  
Honorable Board of Education

**From:** Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting for your approval an agreement with TORSH Inc. to provide online software for coaching and monitoring of School Readiness programs.

This contract was initiated under the Request for Proposal Process (RFP # 7257). There was one (1) total bidder for the project, with the firm and pricing being acceptable.

This contract will commence on the date of execution of this Contract by the Mayor and terminate on June 30, 2027. The total cost of the contract will be \$54, 720.00 and the funding source is the Supplemental Administrative Grant received by the City of Waterbury from the State Office of Early Childhood. There will be no cost to the city for this agreement.

The purpose of the grant was to provide support to the School Readiness office to monitor programs and enhance program quality as districts transition through the recovery phase of the pandemic. This is expected to be a onetime supplement to the larger school readiness grant that the City of Waterbury has received since 1997.

Respectfully submitted,

Krista Pisano

Waterbury School Readiness



PROFESSIONAL SERVICES AGREEMENT

RFP No. 7257

For

**Online Comprehensive Professional Development Platform**

between

The City of Waterbury, Connecticut

and

Torsh, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Torsh, Inc. having a principal place of business at 701 Loyola Avenue, Suite #52377, New Orleans, LA 70152 (the "Contractor").

**WHEREAS**, the Contractor submitted a proposal to the City responding to **RFP No. 7257** for a five year contract for the provision of software to meet the specification of the Project as defined herein and in **RFP No. 7257** with related materials, equipment, supplies and professional learning as those may apply; and

**WHEREAS**, the City selected the Contractor to perform services and/or provide specified software regarding **RFP No. 7257**; and

**WHEREAS**, the City has secured grant funding through the Connecticut Office of Early Childhood for the "Project"; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. Scope of Services. The Contractor shall furnish all of the software, labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All software labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions



or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide a five year license for software that will allow Support Liaison efforts to monitor programs and enhance program quality for School Readiness Programs and specifically:
  1. The Contractor must provide a platform for access on a variety of electronic devices: ie Ipads, phones, laptops or similar.
  2. The Contractor must provide a platform where up to twenty-five (25) users can record and upload videos to share with coaches and colleagues.
  3. The platform must capture and catalog interactions and compile that data into reports that allow an administrator to track data at the user level, program level and community level.
  4. The Contractor must follow all applicable FERPA laws.
  5. The Contractor must provide initial and ongoing professional development and technical assistance for teachers, classroom assistants, program administrators and consultants.
  6. Contractor must support the licensed software/product through the Contract Termination date at Section 5.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, **RFP No.7257** (attached hereto)
- 1.1.2 Torsh, Inc. Cost Schedule dated May 10, 2022 (attached hereto)
- 1.1.3 Torsh, Inc.'s Response to **RFP No. 7257** (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Torsh, Inc. Cost Schedule for Five Year/100 User Price Quote dated May 10, 2022.



1.2.3 Torsh, Inc.'s Response to **RFP No. 7257** (attached hereto)

1.2.4 The City's solicitation documents, **RFP No. 7257**.

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

**2. Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All software data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder



shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to



examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period



covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a \_\_\_\_\_ Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence July 1, 2022, pending all necessary approvals and terminate June 30, 2027, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. All licenses purchased hereunder shall remain in full force and effect and be supported contractually during this contract term.

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

For a License allowing for up to 100 Users for a period commencing July 1, 2022 and terminating June 30, 2027 the City shall pay Contractor the sum of \$54,720. Said sum is to be in full satisfaction of the City's contracted prices for the license as stated herein and as more fully defined in the Torsh, Inc. Response to **RFP No. 7257** dated May 10, 2022. Said sum will be paid in full at or before initiation of access to the licensed software.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services,



reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for **RFP No. 7257** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all software labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

## **8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc.



provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence



work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Cyber/Privacy/Network: \$1,000,000** Aggregate.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.



**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that



the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire,



tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this



Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership



including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for



deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).



**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7257** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7257**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:	Torsh, Inc. 701 Loyola Avenue, Suite #52377 New Orleans, LA 70152
City:	City of Waterbury Department of Education 236 Grand Street Waterbury, CT 06706

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,



pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the foregoing subsections 32.1-32.7.



**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.



**(signature page follows)**



**IN WITNESS WHEREOF**, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

**TORSH, INC.**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:



## ATTACHMENT A

1. The City's solicitation documents, RFP No.7257 (attached hereto)
2. Torsh, Inc. Cost Schedule dated May 10, 2022(attached hereto)
3. Torsh , Inc.s Response to RFP No. 7257 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document



**Response to The City of Waterbury RFP #7257**

***Waterbury School Readiness  
Early Childhood Online Coaching Software***



**TORSH TALENT**

**Online Comprehensive Professional Development Platform**

COACHING | MONITORING | OBSERVATION | FEEDBACK | GOAL-SETTING | DATA INSIGHTS

**Submitted to:**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
Waterbury, CT 06702

**This Duplicate Copy sent via Overnight Mail on:**

05/10/2022

**Submitted By:**

Courtney Williams, Chief Executive Officer &  
Angela Daliat, Director of Business Development for Early Childhood Division  
TORSH, Inc.  
703 Loyola Avenue, Suite #52377  
New Orleans, LA 70152  
504-416-3146  
courtney@torsh.co | angela@torsh.co



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## **ADDENDUM CERTIFICATION NOTICE OF ACCEPTANCE**



## ATTACHMENT C

**KEVIN MC CAFFERY**  
**DIRECTOR OF PURCHASING**  
**235 GRAND STREET, ROOM 103**  
**WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

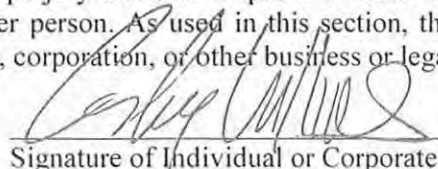
1	<u>05/08/2022</u>	4	_____
2	_____	5	_____
3	_____	6	_____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

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

45-3559243

Social Security Number  
or Federal Identification Number

  
Signature of Individual or Corporate Name  
DELAWARE

COURTNEY WILLIAMS, CEO OF TORSH, INC  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name COURTNEY WILLIAMS  
By: CEO  
(Title)  
Business Address: 701 LOYOLA AVENUE, #52377, NEW ORLEANS, LA 70152  
(City, State, Zip Code)  
\_\_\_\_\_  
Phone: (504) 416-3146  
Email: COURTNEY@TORSH.CO and ANGELA@TORSH.CO  
Date: 05/08/2022

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



# PROPOSAL

## 1. Proposer Information

- a. Firm Name: TORSH, INC
- b. Firm Address: 701 Loyola Avenue, Suite #52377, New Orleans, Louisiana 70152
- c. Date of Firm Organization: 08/03/2011
- d. Legal Form of Ownership: Corporation
- e. How many years have you been engaged in services you provide under your present name? 10.5 Years
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

Courtney Williams is the founder and CEO of TORSH, Inc. Mr. Williams is also the Founder and CEO of Skillz Academy, a recruitment, upskilling and placement company that is focused on training candidates from disadvantaged backgrounds for sales and customer success positions in fast growing technology companies. Earlier in his career, Mr. Williams was Co-Founder & Chief Revenue Officer at Adility LLC, a white labeled local deals/coupons aggregator and SVP, Development & Strategy at Interactive One LLC, a subsidiary of Radio One, Inc., a publicly traded company where he was responsible for, among other things, structuring and negotiating all agreements and business transactions for the company, including, content, technology, advertising and publishing deals as well as negotiating M&A transactions which further the strategic goals of the company. Mr. Williams also spent several years at the America Online where he served in a variety of executive roles including VP, Business Development, AOL Europe, VP, Business Development, AOL Inc., and Legal Counsel, AOL Inc. Before joining AOL, Mr. Williams was an associate in the New York City offices of the Los Angeles based entertainment law firm of Loeb & Loeb LLP. Mr. Williams holds a law degree and his specialties include, but are not limited to, business operations, strategic partnerships, strategic sales, strategic business development, M&A, joint-ventures and private equity.

## 2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus

TORSH Inc.'s ("TORSH") primary business focus is to improve services and outcomes for children and students by partnering with organizations to increase the effectiveness of educators and providers through the use of our comprehensive, online platform of tools designed for learning, mentoring, collaboration, and professional development, TORSH Talent. TORSH Talent is a cloud-based professional learning web and mobile application that, among other things, enables programs to expand, enhance, and streamline their monitoring and coaching to fully support and ensure educator growth throughout the entire development cycle of goal-setting, collaboration, observation, feedback, and assessment. TORSH Talent helps schools and districts increase educator instructional capacity, improve the delivery of educator professional development, and



generate insights into educator effectiveness. On a day-to-day basis, TORSH provides educators with all of the tools and services that enables them to capture and reflect on their instructional practices, collaborate with mentors and peers, collect relevant classroom data about student engagement in order to measure the effectiveness of classroom instruction, and work with their program's instructional experts for coaching and on-demand advice so that educators better understand how to meet the individual needs of their students.

TORSH is thrilled to respond to this RFP as we know our professional learning platform is ideally suited to help the City of Waterbury and its School Readiness Program overcome the challenges of conducting onsite monitoring activities and continue to ensure ongoing program quality and improvement as the world transitions through the recovery phase of the pandemic and well beyond.

At TORSH we are committed to ensuring that all children have access to quality educational opportunities because we understand that without them, our youth will be deprived of the skills and knowledge they need to compete in the global economy and be productive citizens. We support this commitment by providing educators and providers with a suite of products, services, and tools that dramatically improve their ability to align classroom instruction and children's services with individual learning needs. When our tools are integrated into school-based professional development activities, powerful things happen to instruction and student learning. These changes stem from the educator's ability to see what they are doing from an objective point of view, receive constructive, supportive feedback from coaches and peers, watch examples of best practices that align with instructional philosophy, and consume competency based content and assessments that are developed to meet them where they are and push their knowledge forward. A growing body of research supports the transformational power of the type of coaching-based professional development that our platform supports. Indeed, we are consistently learn from our clients that although a well rounded coaching-based professional development model is important to their success, the use of video as a critical component of their coaching is of particular importance in accelerating the pace of educator instructional development. Consequently, we believe that TORSH Talent will continue to be critical drivers of more effective professional development and learning for many years to come.

As you find within this proposal, as designed, TORSH Talent aligns quite well with the City of Waterbury's School Readiness Program's needs in many ways, including all of the following:

- i. TORSH Talent is Learner-focused: At our very core, TORSH is an educator and care provider platform for learning and improvement. As such, we believe that the first act in the process of improving one's practice is being able to review real-world experience and provide evidence-based feedback which is a core ability within TORSH Talent utilizing tool suite for video and in-person collaboration and observation tools. These tools allow for in-the-moment, time-stamped comments which provide the ability for both the observer and learner to align quickly and focus on key criteria for that specific educator's needs. TORSH Talent also enables quick and easy self-reflection on one's practice which, we believe, cannot be done effectively without the use of video.



This is an inherently learner focused activity. The learner is focusing on their practice, what they did, what they need to do and where they need to go while building buy-in for input from School Readiness liaison and/or program coaching and staff. When the learner's video is shared with a peer, mentor, monitor, or coach within TORSH Talent, the viewer is getting a critical piece of evidence that is specific to the learner, along with time-synced comments that serve to focus any viewer on key items that are relevant to and about the learner. In addition to the self reflection and feedback components of the platform, users (and/or their peers, coaches, monitors, supervisors, etc) also have the ability to set and track a series of goals that are specific to a user and intended to create an individualized and differentiated learning experience for and about that user.

- ii. TORSH Talent is Learner-connected: As an online platform, TORSH Talent is available to all users, anywhere in the world, 24 hours a day, 7 days a week. The platform is designed to facilitate user-driven, self-paced activities, asynchronous and on-demand access to feedback, video and file resources, and data, as well as synchronous and collaborative interactions that build layers of support and develop communities of practice.
- iii. TORSH Talent is Learner-demonstrated: TORSH is one of only a few companies that offer a learning tutorial/e-portfolio product that allows our clients to create competency-based monitor assessments and content for their specific use and users. In addition to allowing monitors and/or coaches to curate collections of resources within an easy to navigate library for each learner, our platform also provides the capability to require learners to assemble portfolios of materials and evidence to demonstrate competence. Additionally, our platform allows for our clients to assign individualized learning paths of content and tutorials to learners that are customized for that user's level of knowledge, understanding, and expertise. As the user progresses through the content, our clients are able to see and monitor their progress, share resources within the learning path, and determine how to move that user to the next level in their progression.
- iv. TORSH Talent is Learner-led: At TORSH, we treat educators and providers like the professionals that they are, and we support and appreciate their agency. The vast majority of our privacy settings are designed to give our users an immense amount of control over what they share, when they share it, and with whom they share it. Our workflows are built in such a way that monitors and coaches can create, modify, adjust and comment on learner goals, observations, or projects that are created by or for them. The net effect of all of this is that in TORSH Talent, each user can help drive their own learning and growth in very specific and profound ways while also being keenly supported by their monitors and/or coaches.
- v. TORSH Talent is Learner-led: At TORSH, we treat educators and providers like the professionals that they are, and we support and appreciate their agency. The vast majority of our privacy settings are designed to give our users an immense amount of control over what they share, when they share it, and with whom they share it. Our workflows are built in such a way that monitors and coaches can create, modify, adjust and comment on learner goals, observations, or projects



that are created by or for them. The net effect of all of this is that in TORSH Talent, each user can help drive their own learning and growth in very specific and profound ways while also being keenly supported by their monitors and/or coaches.

b. Summary of Relevant Experience

- i. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP.

1. See Attachment 1, "Summary of Relevant Experience"

- ii. Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

1. N/A

c. Personnel Listing

- i. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

1. Angela Daliet (See Attachment 2, "Angela Daliet Previous Resume") is TORSH's Business Development Director for the Early Childhood Division and will serve as the City of Waterbury School Readiness Program's Account Manager. Angela is a passionate education advocate dedicated to improving outcomes for the most vulnerable of our communities and has successfully led the expansion of TORSH's Early Childhood Division for almost three years now. After earning her B.S. from the University of New Orleans, Angela successfully worked as an investment advisor and financial planning coach for several years. Upon learning her children's public school had no immediate plans to reopen post-Katrina, she established the non-profit Save Our Schools NOLA to help leverage students, parents, teachers, and residents as informed, effective advocates for equitable access to local, high-quality schools and programs. Angela has become an established community leader who has worked tirelessly over the years, both inside and outside the classroom, to develop and support students, teachers, and school leaders across the nation. Angela eagerly combines her experience, passion, and expertise with TORSH technology to help organizations significantly improve the effectiveness of educators, caregivers, and interventionists to ensure better outcomes for children.

2. Carrie Xaisongkham (See Attachment 3, "Carrie Xaisongkham Previous Resume") will serve as the City of Waterbury School Readiness Program's TORSH Customer Success Manager. Carrie has successfully led our Customer Success Department for over a year now and consistently receives stellar survey ratings and feedback from all of her



customers. Carrie eagerly assists TORSH Talent admins and users in utilizing the platform to its fullest potential. Born in Kansas and raised in southern Louisiana to refugee parents, Carrie recognizes the significance of having access to good education, and she is dedicated to having an direct impact in making it more accessible to all by empowering educators to make data-driven decisions in their practice. Carrie has a background in hospitality and restaurant management and combines her tenacity with her extensive customer service experience to provide a positive and knowledgeable customer journey with TORSH. Carrie holds a Bachelor of Science in Chemical Engineering from Louisiana State University and always exceeds customer expectations.

d. Conflict of Interest

i. N/A

**3. Statement of Qualifications and Work Plan**

a. Qualifications

TORSH has the experience, expertise, capabilities, and qualifications to meet the requirements and expectations for the City of Waterbury and its School Readiness Program as set for within RFP #7257 and outlined within this proposal. Since launching TORSH Talent over ten years ago, TORSH has rapidly established a strong position in the professional learning and development marketplace by delivering a differentiated, superior product at a competitive price. TORSH Talent has garnered tremendous positive feedback from clients and received accolades for its ease of use, clean intuitive user interface, robust feature set, and technological innovations. While we are proud of what we have built to date, TORSH is committed to maintaining TORSH Talent's position as the premier online educator professional learning and development platform with a focus on coaching, observation, monitoring, assessment, feedback, and collaboration. As such, we will continue to rapidly iterate and deploy a variety of features and enhancements that will continue to empower and delight our users.

TORSH Talent is an online coaching and learning software platform that has been proven as ideal within early childhood coaching programs based on its comprehensive tools and features and its easy to use interface. Our platform was built by education-minded developers which translates into features that can be accessed in numerous ways to accommodate for different adult learning styles, varying intuitive and problem-solving strategies, and little technical knowledge and understanding. TORSH Talent's Mobile App provides easy platform access and is a gamechanger for busy and student-focused educators and providers. Our Mobile App automatically compresses and uploads videos into the TORSH Talent FERPA-compliant platform without any lag or wait time for users. It easily streamlines recording, uploading, and even provides for automatic sharing so educators can stay focused on their students. The Web and Mobile App features mean users can quickly and easily record and upload their interactions and activities videos and share with coaches, colleagues, and monitors from a variety of



electronic devices such as desktop/laptop computers, iPads, Tablets, smartphones, etc. The TORSH Talent platform captures and catalogs all platform interactions and coaching activities and compile that data into easy to read, customized reports to allow for administrators and coaches to track data at the user, program, and community level while providing evidence-based feedback and direction. The platform has easy-to-recognize icon and customizable labels so that each program can ensure users the ability to self-navigate with a low learning curve.

TORSH Talent is currently deployed in more than 1,600 schools and early childhood learning centers across 36 states within a variety of partnerships with districts, CMOs, state and regional education agencies, as well established professional development organizations and higher education institutions. A few of our customers within the early childhood space include Consolidated School District of New Britain School Readiness Program, Hawaii Charter Commission's Early Learning Program, Michigan Early Childhood Investment Corporation, Florida Department of Health Early Steps Division, Illinois Kindergarten Individual Development Program, Acelero Early Learning, Start Early Early Learning Leaders Fellowship Program, Illinois Center for Early Childhood Professional Learning, Indiana SPARK Early Learning Labs, and Child360 Quality Start Los Angeles Program.

TORSH has a proven strategy for onboarding, training, and ensuring ongoing partnership success with all of customers by developing a roadmap for use and providing both an Account Development Manager and Customer Success Manager throughout the lifetime of our partnership. Our Account Manager will regularly helps develop your roadmap for use and meets with your Account Manager to ensure our partnership is meeting your expectations and on your journey to success. Our Customer Success Manager will help your platform users understand your use plan roadmap and provide their onboarding, training, and ongoing support. Our Tech Support team will always and timely respond to any of your users technical issues and questions.

TORSH Talent is FERPA compliant and provides unmatched security and a platform that scales from a small team to a geographically diverse network. Our platform meets all federal and state laws and regulations governing the services outlined within this RFP scope of services and this proposal. All user passwords are securely stored and transmitted using SRP (Secure Remote Password protocol), a protocol that is widely used by a variety of organizations (including a range of large universities) due to its ability to resist both passive and active network attacks while still allowing secure remote authentication of short human-memorizable passwords. Our physical infrastructure is hosted and managed within Amazon's secure data centers and utilize the Amazon Web Service technology (AWS). Amazon continually manages risk and undergoes recurring assessments to ensure compliance with industry standards. Amazon's data center operations have been accredited under: ISO 27001, SOC 1/SSAE 16/ISAE 3402, PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). Amazon has many years of experience in designing, constructing and operating large scale data centers. Physical access to their data centers is strictly controlled and authorized staff must pass two-factor authentication no fewer than three times to access data center floors. All physical and electronic access to data centers by Amazon employees is logged and audited routinely. On top of our AWS infrastructure we utilize another third party that



provides additional security measures, including firewalls, DDoS mitigation, spoofing and sniffing protections, and port scanning. Penetration tests, vulnerability assessments and source code reviews to assess the security of applications, architecture and implementations are routinely performed and network protection best practices applied.

b. Work Plan

Upon an executed contract, your TORSH Business Account Manager, Angela Daliet, will lead the development of your personalized "TORSH Talent Use Plan" in collaboration with the City of Waterbury's School Readiness team. This Use Plan will document the platform features your users will ultimately integrate and utilize within their processes and serve as a roadmap for your tailored onboardings, trainings, and ongoing administrative support to ensure efficiency and sustainable, long-term partnership success. Typically, your TORSH Business Account Manager will first electronically share a guide to help the team prepare to develop your "TORSH Talent Use Plan" which will include a Sample Launch Timeline Overview and Sample Use Plan based on Use Case information obtained from the team prior to our first meeting with some demonstration and instruction videos for testing features and their use.

Once our teams collaboratively finalize the City of Waterbury's School Readiness Program's TORSH Talent Use Plan, typically during a one hour meeting, we will then identify your internal City of Waterbury School Readiness Program TORSH Talent platform admins and schedule their introductions and onboarding with your TORSH Customer Success Manager, Carrie Xaisongkham. Following the admin onboarding, your Customer Success Manager will then conduct additional onboarding meetings for the rest of your users, typically organized by role type (i.e., coach/monitor onboarding and educator/provider onboarding). During these training sessions, we focus specifically on your Use Plan to ensure simplified, scaffolded learning with a focus on just the relevant platform features which were planned for integration within each user's specific work flows. In addition to video meetings and webinars, we also support onboarding efforts with a set of written materials that we deliver to a client's administrator that includes the information that was delivered in the onboarding meetings. We provide the written materials in digital format in the Help Center of the TORSH Talent platform along with a library of "how-to" videos and documents on how to use the platform which is accessible to any user at any time, 24 hours a day, 7 days a week. After your Customer Success Manager plans and executes all onboardings and trainings, they will also set up an ongoing partnership success check-in schedule, in collaboration with the School Readiness administrators. Finally, TORSH Talent contains (and will continue to add) a series of easily accessible training videos and documents to help users quickly develop the knowledge and skills to effectively use all components of the platform, and users always have access to a help and tech support desk where they can ask questions about using the platform via live chat and email.

The following are descriptions of TORSH Talent features and benefits which will likely be utilized and integrated within the City of Waterbury School Readiness Program's Use Plan and current processes:

i. **"One Click" Mobile App:**



Compatible with both iOS and Android devices, the TORSH Talent Mobile Application facilitates “one touch”, easy-to-use video capture and upload. With TORSH Talent’s “one click” mobile app, any user, whether novice or expert, can record videos of any length, which are then automatically and seamlessly uploaded to that teacher’s private account in the cloud on TORSH Talent. Video recordings are automatically compressed before transfer to increase upload speeds and limit bandwidth usage. Users can also use their webcam to directly record and upload videos to the TORSH Talent platform. After logging into their account, users can select “upload from webcam” to begin instantly recording and uploading video directly to the platform. Additionally, users can upload and share links/URLs in a similar function to uploaded videos and files. Users also have the option of embedding videos, such as YouTube videos, directly to the option of embedding videos, such as YouTube videos, directly into the platform from a variety of external sources. Recordings and feedback can be submitted anytime and from anywhere in the world. All that is required is a connection to the internet via WiFi or cellular data. We are also in the process of releasing our newest updated mobile app, which will allow users to conduct observations and provide feedback from their mobile device or tablet.

ii. **Zoom Integration:**

The Zoom Integration Is a simple video conferencing feature that allows your users to create a live virtual video connection within their TORSH Talent platform to easily support one-to-one and one-to-many style virtual meetings with the added benefit of auto recording and saving files within your TORSH Talent platform. It is a key feature that includes most of the standard Zoom Pro, Business, and/or Enterprise components, such as simultaneous chat, screen sharing, and recording. The feature helps mentors, mentees, and/or peers easily plan together, co-create, group discuss, and maximize utilization of TORSH Talent platform tools during video calls. This feature enables users to effectively collaborate with peers and teams around artifacts stored within the platform such as classroom or family interaction videos, lesson plans, behavior management scaffolds, best practice resource library collections, professional development powerpoint presentations, or program quality standards digitized word documents with the ability to automatically record and review the interactions. This integration helps overcome multiple technology sign ons and accessibility points to leverage TORSH Talent platform data insights with peers and mentees without ever leaving the platform and is more convenient and simpler set up for Administrators versus setting up individual external Zoom user accounts.

iii. **Scheduling/Calendar Integration:**

Users can easily schedule in-person or video-based calls and meetings directly within TORSH Talent using the Scheduling/Calendar Integration. The scheduling tool is fully compatible with Google Calendar and events can also be exported to other calendars, such as Yahoo, Outlook, and Apple, to facilitate seamless scheduling and auto-reminders from within the platform using standard calendar event data links.



#### **iv. Coaching Corner Dashboard, Web Portfolios, & Tools:**

The TORSH Talent Coaching Corner feature is an easy to use, digital portfolio with a suite of critical tools that helps you better manage and support your mentees in one convenient place. Coaching Corner improves the coaching experience for both mentors and mentees while overcoming the common challenges of lack of time and distance. Educator needs are becoming more complex and TORSH Talent helps streamline and expand the role of the mentor whether delivered through traditional in-person activities or virtually via online interactions. Coaching Corner is a digital portfolio that gathers everything a mentor needs to manage and support their mentees in one convenient place. This module aggregates workflows, activities, interactions, goals, artifacts, assessments, and data that are important in the process of developing, supporting, and providing structured feedback to mentees. These tools, whether used in-person or remotely, simplify and enhance the coaching process while allowing you the ability to easily scale up your coaching efforts. In addition to providing a simple and straightforward workflow, optimized for feedback and coaching, the Coaching Corner feature allows organizations to: Conduct in-person and video based observations and evaluations, assess educator strengths and weaknesses aligned with customized observation frameworks/rubrics, create goals and monitor progress in segments or over time, organize feedback and associated artifacts and resources into automatically organized web portfolios, track coaching dosage, frequency and effectiveness via custom coaching logs, produce detailed data reports across individuals, schools, districts and custom groups.

The Coaching Logs component are activity logs that can be utilized pre and/or post interactions to capture key data points such as time spent together, items discussed, tasks completed/planned, resources shared, practices reviewed, and other essential evidence gatherings. Coaching logs are provided by the client and preloaded into the client's platform.

Goals and Action Steps can be created, managed and updated (In Progress, Mastered, etc.) for all users. User progress against goals can also be measured and tracked over time. Users can also add action steps and tag goals to competencies and/or create Goal Templates for consistency and to save time. Mentors can set due dates and tag goals to competencies aligned with the clients' frameworks and rubric. To provide additional support, mentors can attach files, videos, past observations, URLs, and action items directly within this feature.

#### **v. Video Collaboration & Feedback:**

After utilizing the "one click" mobile app or webcam to easily and quickly record and upload videos of learning and practice implementation for coaching and monitoring, the TORSH Talent Video Collaboration & Feedback feature set enables users to add time-stamped, evidence-based comments directly on the video. These comments can be added by the mentee as self-reflection, by peers for collaboration, and/or by mentors/monitors for feedback. Users can leave text



or audio comments directly on the video itself, with a time-stamp provided in both the running comment box as well as along the video's playback timeline. Clicking on either the visual indicator along the timeline or the comment itself in the comment box will jump to the exact moment in the video where comment was added to save time and align collaborators.

Users can also utilize the Comment Tags feature which are customizable, pre-set markers that can be used to track behaviors tagged in a video by typing the hashtag symbol ("#") and selecting from the dropdown options. A user can filter comments to show only certain comment tags by clicking on any of the comment tags within the comment box.

Users can also utilize the Rubric Tags feature which allows a user to mark a specific moment in the video with a specific domain, dimension, or standard from an Observation Framework or Rubric. This is great for informal observations in which a reviewer wants to leave feedback that is tagged or aligned to a rubric. A user can filter comments to show only rubric tags by clicking on any of the rubric tags within the comment box.

Of course, users can also simply utilize the Notes feature while watching a video to capture freehand private or shared notes.

vi. **Observations:**

The Observation tool within TORSH Talent allows for users to observe a mentee or peer while simultaneously and easily documenting Observation notes and responses to specific questions within an Observation Frameworks or Rubrics Form. These Frameworks/Rubrics Forms are customized according to each customer's needs or models and can be used to track educator growth and progress over time. Observations can be used for self reflection when users via the TORSH Talent Self Assessments feature, or mentors and peers can complete an Observation of another user. These Observations can stand alone and reflect in-person assessments, or they can be completed on videos or documents that a user shares within TORSH Talent to facilitate asynchronous assessment or to help mentors and monitors normalize assessment on a baseline.

Although TORSH supports formal evaluation processes, TORSH was designed primarily for continuous coaching and feedback models. On a day-to-day basis, TORSH Talent provides educators with tools and services that help them capture and reflect on their own instructional practices, enable them to collaborate with mentors and peers, allow them to collect relevant classroom data about student engagement in order to measure the effectiveness of classroom instruction, and work with observers who can coach and provide on-demand advice that helps educators better understand how to meet the individual needs of their students.

Monitors and Observers can conduct observations of a user either in person or via video. Custom rubrics/frameworks provided by clients are pre-loaded into the client's platform. Observations can be informal, formal, structured, unstructured, on cycle, or off cycle. Unstructured feedback is typically provided without the aid of a rubric or framework and can be as simple as jotting down simple or more



detailed notes to accompany a time-stamped video or an in-person observation. Structured feedback is typically provided in conjunction with a rubric or framework. Evaluators, district administrators, and staff being evaluated can upload artifacts, including files (i.e., lesson plans, student work, videos, photos, audio, or links to URL resources), to evaluation records. In addition to uploading files from a computer, tablet or phone, we also integrate with Google Drive, DropBox, One Drive, and more, to ensure seamless uploading of documents and files. Linked resources can include both internal documents or videos from a user's repository and external resources like web pages, documents, or videos. Observers/evaluators have access to additional tools to conduct in-depth classroom observations. The tools available to evaluators/observers consist of the following:

Customers have the ability to upload a variety of Observation Frameworks/Rubrics that are then converted to digital forms by our Customer Success team. The TORSH Customer Success team provides unlimited digitization of custom Observation Frameworks, Rubrics, and Evaluations. Customers can manage access to their multiple Observation Frameworks/Rubrics which can each be used for different purposes and different user roles. Clients can personalize and or add comment boxes to any aspect of a rubric for streamlined data and evidence collection. For example, you can determine if an Observation Form is scored or unscored. If it is scored, you can also determine if the score is numeric or non-numeric. You can also determine if a mentor or monitor can see a score, but the person being observed only sees feedback.

TORSH provides quite a bit of flexibility in how custom forms are used on our platform. Observations can be informal, formal, structured, unstructured, on cycle, or off cycle. The observation can be shared with other mentors for additional feedback and or collaboration to assess inter-rater reliability. Once an Observation is completed, the system generates a PDF of the completed observation/evaluation, which can then be printed and or saved to an external folder and system. Once the mentor completes and shares the Observation, TORSH Talent notifies the user via email that the observation is complete and provides a link that directly takes the user to the completed observation. All of the data and typed information captured in rubrics can be accessed through our Insights reporting tool.

**vii. Insights Custom Data Reporting Suite:**

TORSH Talent provides a data-driven approach to gauging performance and efficiently evaluates information collected directly from the user's Talent account. TORSH Talent automatically captures and catalogs all interactions that are generated by users. The Insights feature compiles this data into useful reports that help you gain perspective into what educators are doing, how their learning is progressing, and what is working for them in their classrooms. These built-in reports allow an administrator to track data at the user level, school level, and the district/network level. We are continually adding new and custom reports to meet



your latest requirements.

All interactions, activities, and actions within TORSH Talent are tracked and organized for the purpose of generating reports via our Insights Reporting Suite. The TORSH Talent Insights Reporting Suite module is capable of ingesting, storing, and generating any type of data that is thrown at it. TORSH Talent not only collects performance data (data based on customized observation/evaluation forms) but also collects a host of activity data that can be hugely valuable in understanding what kind of learning is happening within the TORSH Talent platform. These reports allow customers to track data at the user level, program level, school level, district level, and/or the region level. Data can be accessed via our built-in reporting tool and data dashboard, exported as raw data, or programmatically extracted via our Insights API.

Mentors can use the Insights reporting tool within TORSH Talent to view reports on how scores on Observations change over time to get a top level view of whether users are improving on the metrics measured by the Observations. Once data has been captured in a form, that data can be accessed and viewed by the appropriate users via our Insights reporting module. The data is displayed within the platform as highly engaging visual graphs/charts, but it can also be easily exported as raw .csv files.

viii. **Community Forums:**

TORSH Talent is proud to support our community of educators with the straightforward, user-friendly Community Forums feature which can be private, one-to-one, group, and/or entire community. This informal collaboration tool is a great way for users to pose and answer questions, as well as participate within formal or informal discussion threads among their peers. A comprehensive directory allows you to include anyone using Talent into a Sharing Circle to address a specific topic or group.

ix. **Resource Library:**

TORSH Talent allows you to curate collections of Resources and/or Exemplars within its Library feature. These Resources can be helpful tips and/or examples of great practice videos, files, and/or urls provided by mentors and/or mentees. The Resource Library is designed to be curated by mentors with the ease of self-navigation by mentees to help supplement their learning and understanding with real, practical and useful resources. Exemplar videos can be supplemented with time-stamped prompts to engage educators in meaningful conversations around practice as well as contain tags and metadata that make them easy to find in the exemplars library. Users can filter, sort and view videos according to certain attributes, including subject, focus area, and grade level. Admins and coaches can decide to designate certain exemplar videos as “public” thereby making them available to users outside of TORSH Talent for viewing.

TORSH Talent allows you to create a tailored collection of artifacts that can be highlighted and replicated throughout your organization or network. Compile a library of videos, audio, documents, or presentations that are unique to your



organization. This is a great way to capture and share benchmarks for excellence with your personnel. Group them any way you wish and control who has access to them and when.

c. Services Expected of the City

The nature and scope of services generally required of the City of Waterbury School Readiness Program to undertake this project would be participation in the following activities to develop and utilize your personalized "TORSH Talent Use Plan" as previously described in 3.b. Work Plan:

- i. Review TORSH's provided Sample Launch Timeline Overview, Sample Use Plan, and demonstration and instruction videos for testing features and their use, as well as provide any pertinent Use Case information requested from TORSH.
- ii. Collaborate with TORSH Team to finalize the City of Waterbury's School Readiness Program's TORSH Talent Use Plan, typically during a one hour meeting, and identify your internal City of Waterbury School Readiness Program TORSH Talent platform admins and schedule their introductions and onboarding with your Customer Success Manager.
- iii. Following the admin onboarding, have the rest of your users participate in live virtual and/or recorded onboarding and/or training meetings as planned together.
- iv. Have your City of Waterbury School Readiness Program TORSH Talent platform admins set up and participate in ongoing partnership success check-in meetings with your Customer Success Manager, as needed throughout the lifetime of our partnership.

**4. Cost Schedule**

- a. See sealed envelope as Attachment 4, "Confidential: Cost Proposal".

**5. Failure to Complete Work, Default and Litigation**

- a. Have you ever failed to complete any work awarded to you? If so, where and why?  
No, TORSH has never failed to complete any work awarded to our firm.
- b. Have you ever defaulted on a contract? If so, where and why?  
No, TORSH has never defaulted on a contract.
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

No, there is no pending litigation against TORSH which could affect your organization's ability to perform this agreement.

- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.



No, our firm has not had a contract terminated for cause within the past five years.

- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

No, our firm has not been named in a lawsuit related to errors and omissions within the past five years.

- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No, our firm has not filed for protection under the Federal bankruptcy laws during the past seven years.

- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

No, there are no other factors or information that could affect our firm's ability to provide the services being sought about which the City should be aware.

## **6. Exceptions and Alternatives**

- a. Regarding the Section H Conditions #14, which states, "*The proposer must accept the City's standard agreement language*", TORSH would like to gain more clarity around specific language within the sample as some language does not seem relevant or pertinent to this RFP and/or subsequent contract. Therefore until such clarity can be discussed, TORSH wishes to take exception to this requirement at this time.

## **7. Additional Data**

- a. N/A

## **8. Conditions**

TORSH acknowledges and is willing to adhere to the following conditions:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.



- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- f. The proposer certifies that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements



of this RFP may be considered appropriate cause for rejection of the response.

- n. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.



## ANNUAL STATEMENT OF FINANCIAL INTEREST



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders or Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☒

N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

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N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

---

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N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒ X

N/A

(Name of Official)

N/A

(Position with City)

N/A

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

N/A

(Name of Official)

N/A

(Position with City)

N/A

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

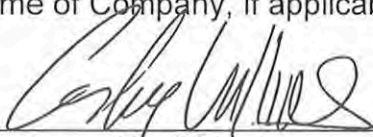
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

TORSH, INC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

05/09/2022

Date

COURTNEY WILLIAMS

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



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## DEBARMENT CERTIFICATION



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

TORSH, INC  
701 LOYOLA AVENUE, #52377  
NEW ORLEANS, LA 70152

Print Name and Title of Authorized Representative:

COURTNEY WILLIAMS, CEO

Signature of Authorized Representative:



Date: 05/09/2022



## DISCLOSURE OF OUTSTANDING OBLIGATIONS



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of LOUISIANA

SS.: \_\_\_\_\_

County of ORLEANS

COURTNEY WILLIAMS, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** CEO of TORSH, INC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE				
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE				
2					
3					
4					

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

Organization Name	Address	Type of Ownership
1 TORSH HIPAA SECURE INC	701 LOYOLA AVE #52377 NEW ORLEANS, LA 70152	WHOLLY OWNED SUBSIDIARY
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 COURTNEY WILLIAMS	OWNER & CEO	03/17/1970	53.8%
2 NOT FOR NOTHING LLC	OWNER	N/A	35.4%
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 TORSH, INC	DELAWARE	NEW ORLEANS
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ (Notary Public)

**For Corporation**

  
\_\_\_\_\_  
Witness

COURTNEY WILLIAMS  
\_\_\_\_\_  
Name of Corporate Signatory  
701 LOYOLA AVE, #52377  
NEW ORLEANS, LA 70152  
\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: Courtney Williams  
\_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_ CEO  
\_\_\_\_\_  
Title



**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Texas )  
 ) SS

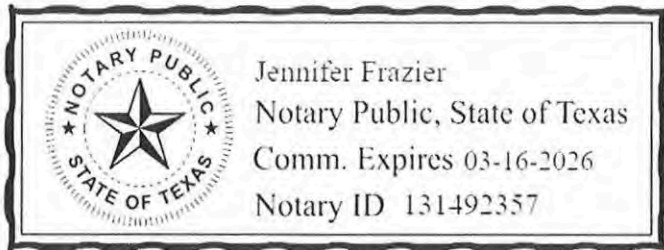
County of Dallas )

COURTNEY WILLIAMS being duly sworn,  
deposes and says that he/she is CEO of TORSH, INC and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 09th day of May 2022

My Commission Expires: Mar 16, 2026

Jfr  
(Notary Public)



Notarized Online with NotaryLive.com



This document is signed by

	Signatory	CN=Jennifer Fragiac, DN=AD1410D000017F4501G7A2001A025E, o=Twana, c=US
	Date/Time	Mon May 09 20:18:59 UTC 2022
	Issuer-Certificate	CN=IDC CA 1, OU=IdenTrust Global Common, O=IdenTrust, C=US
	Serial-No.	9107816542477991421463987606247519306
	Method	urn:adobe:com:Adobe.PPKLite:adbe.ppk2, sha1 (Adobe Signature)



## ATTACHMENT 1, SUMMARY OF RELEVANT EXPERIENCE



## ATTACHMENT 1. SUMMARY OF RELEVANT EXPERIENCE

Organization	Contact Name	Contact Title	Street Address	City	State	Postal Code	Telephone	Service Start Date	Service End Date	Gov't Approx. Gross Cost	Services Provided	RFP Relevance	Services Received on Time & Within Budget?
ACCEL Schools	Jeremiah Newell	Director	1650 Tyson Boulevard	McLean	Virginia	22102	216-583-9230	6/7/2019	6/8/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Aspen Learning	Sarah Mudd	Coordinator	63 West 125th Street	New York	New York	10027	877-223-5576	8/1/2019	7/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
All Our Kin	Ariana Shapiro	Coordinator	414 Chapel Street	New Haven	Connecticut	06511	204-772-2274	9/1/2019	8/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Alta Memphis	Lulu Abidin	Principal	1350 Concourse Ave	Memphis	Tennessee	38103	901-260-9669	6/1/2023	6/18/2024	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Alma del Mar Charter School	Jillian Gomes	Principal	515 Belleville Avenue	New Bedford	Massachusetts	2746	774-206-8827	3/16/2023	3/16/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Alpha Public Schools	Galibhai	Principal	1001 Cunningham Avenue	San Jose	California	95122	408-597-7350	7/10/2019	7/9/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
American Institutes for Research - IES	Danielle Shaw	Supervisor	1000 Thomas Jefferson St N W	Washington	Washington	20007	907-522-0208	8/24/2014	6/22/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Arizona Department of Education	Steve Larson	Director/Coordinator	1535 West Jefferson Street	Phoenix	Arizona	85007	602-542-4367	9/21/2020	9/16/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Audio Enhancement	Zack Loder	Director/Coordinator	14241 S Redwood Rd	Salt Lake City	Utah	84081	801-254-9263	2/27/2019	2/21/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Autism Community Network San Antonio	Carrin Alvarado	Dept Director	4242 Woodstock Drive	San Antonio	Texas	78228	210-355-1200	9/17/2020	9/16/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Beacon College Prep	Joe Bolduc	Principal	5130 Raleigh Lagrange Road	Tennessee	Tennessee	38144	601-653-0965	6/8/2021	6/7/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
BES	Linda Brown	Coordinator	61th Floor	Boston	Massachusetts	2109	617-221-1545	5/29/2014	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Blackstone Valley Prep Mayoral Academy	Jon LoPiccolo	Principal	291 Broad St.	Cumberland	Rhode Island	2864	(401) 871-6259	5/29/2020	5/24/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Breadthrough Schools	Admin	Principal	9711 Lamont Avenue	Cleveland	Ohio	44114	216-567-9720	7/1/2019	7/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Brookline Academy	Antiqua Wilbert	Principal	643 Magazine Street, Suite 208	New Orleans	Louisiana	70130	504-583-9405	7/1/2020	6/30/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Bristol Bay Native Association Child Development	Dr. Stephanie Kinstowich	Coordinator	1500 Kanakana Road	Dillingham	Alaska	99576	907-562-6315	8/29/2020	11/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Calder Schools	Angelina Molina	Principal	4301 Berk Avenue	Richmond	California	94806	510-655-8836	6/30/2020	7/1/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Carmen Schools of Science and Technology-Steiner El Nahia Nazam	Principal	Principal	1212 South 23rd Street	Milwaukee	Wisconsin	53215	414-702-4127	8/15/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Carrollton James Branch ISD	Lance Hamlin	Principal	1445 Perry Road	Carrollton	Texas	75006	972-968-1000	7/1/2020	6/30/2021	\$175,760.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Center City Public Charter Schools	Joshua Browning	Principal	900 2nd Street Northeast	Washington	Washington	20002	202-373-8827	10/10/2017	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Child860/Los Angeles County	Schellie	Coordinator	515 South Figueroa Street	Los Angeles	California	90071	213-416-1331	7/1/2016	7/1/2023	\$372,344.50	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Cinton County REA	Mark Kuipers	Program Director	249 S. Bridge Street	Detroit	Michigan	48220	989-224-6831	5/1/2021	4/30/2023	\$8,818.40	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Codman Academy Charter Public School	Julie Sizer	Principal	637 Washington Street	Boston	Massachusetts	2124	617-732-7020	4/17/2019	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Colorado State University	Dawn Muller	Director	1062 Campus Delivery	Fort Collins	Colorado	80523	970-301-1101	8/6/2020	8/4/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Communities United	Missy Saville	Coordinator	4 Militia Drive	Levittown	Massachusetts	2421	617-744-6076	10/19/2020	10/20/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Coney Island Prep	KC Kinger	School	315 NVE U	Brooklyn	New York	11223	718-351-3651	7/2/2018	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Consolidated School District of New Britain, School of Christopher Badenhop	Tim Valenti	Principal	272 Main Street	New Britain	Connecticut	06050	860-827-2203	8/31/2021	8/31/2026	\$32,000.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
CT3	Ava L. Taborga	Director/Principal	1559 B 34th Boulevard	San Francisco	California	68651	800-561-3073	8/29/2019	6/30/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Dallas ISD	Tess Krump	Principal	3700 Ross Avenue	Dallas	Texas	75231	972-739-6600	7/1/2019	6/30/2023	\$51,540.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Dynamos Leadership Academies	Margaret Marrier	Principal	6640 Fox Ave	Darton	Ohio	45402	937-567-9426	12/19/2017	12/18/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Desired Results (DR) Access Project	Cecilia Harris	Dept Director	2121 Imola Avenue	New York	New York	10035	212-821-1328	8/1/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Early Childhood Associates	Lisa Sullivan	Program Director	P.O. Box 3229	Framingham	Massachusetts	94559	800-673-7220	9/15/2020	9/14/2022	\$43,360.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Early Intervention Specialists Inc	Tyler Jack Hoffman	Dept Director	98008 McKnight Road	Wexford	Pennsylvania	15090	508-871-2436	2/8/2021	2/7/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Early Learning Coalition Marquette County	Pam Farmer	Director	600 8th Avenue West	Palmetta	Florida	34221	812-364-2347	6/21/2020	6/21/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Educational Services Center (ESU) #7	Sarah Wascha	Dept Director	2563 8th Avenue West	Columbus	Nebraska	68601	602-367-3175	12/1/2020	10/30/2022	\$11,430.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Educational Specialists Consulting Services	Illyia Aguiar-Perez	Director	10040 Marinique Drive	Culter Bay	Florida	33189	718-737-2011	4/1/2021	9/30/2021	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Enrich Charter Schools for Mindful Education	Rafiq Kaloudi-Din	Innovation Director	616 QUINCY ST	Brooklyn	New York	11233	646-312-2960	7/1/2020	6/30/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Endwell College	Kristen DiGiovanni	Director	376 Hale Street	Beverly	Massachusetts	3215	978-232-2041	4/28/2020	5/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Episcopal Children's Services	Melanie Clough	Director	844 Baymeadows Road	Jacksonville	Florida	32256	904-929-0200	10/1/2019	9/30/2021	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Essex Academy	Megan Perry	Principal	58 Moore Street	Boston	Massachusetts	2126	313-793-40541	7/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida Department of Health, Early Steps Program	Renee Jenkins	Program Director	4052 Bald Cypress Way	Tallahassee	Florida	32399	718-533-6551	7/1/2019	6/30/2020	\$94,384.31	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Florida State University (FSU), Communication & Ear Katrina Crisp	Any	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32306	850-644-2525	9/13/2019	9/12/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Florida State University, Autism Institute	Any	Dept Director	600 West College Avenue	Tallahassee	Florida	32306	850-644-2525	1/30/2018	6/30/2024	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Fortis Prevalence Academy	Graham Browne	Principal	51 Reister Street	New York	New York	11373	929-656-4430	6/1/2020	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Francis Marion University	Phaedrauld	Director	4822 East Palmetto Street	Florence	South Carolina	29506	718-232-2041	8/1/2019	8/22/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Generation Global	Skailin Dowdell	Director/Coordinator	1200 16th Street Northwest	Washington	Washington	20036	718-739-2011	6/22/2020	6/21/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
George H. W. Bush Elementary	Cajol Crowling	Principal	3700 Ross Avenue	Addison	Texas	75231	972-739-6600	11/15/2020	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Georgia State University, DSPETL	Christine O Thomas	Dept Director	26A Hill St	Atlanta	Georgia	30303	404-313-2000	7/1/2020	7/19/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Great Lakes Academy Charter School	Katherine Crum	Principal	8401 South Saginaw Avenue	Chicago	Illinois	60617	773-559-93414	1/12/2021	1/11/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Great Oaks Legacy Charter	Shannon Mackhour	Principal	17 Crawford St	Newark	New Jersey	07102	978-565-9123	8/12/2019	8/12/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Greenbush Network	Tina Smith	Principal	947 West 47 Highway	Grand	Kansas	66743	913-237-7118	8/12/2019	7/31/2021	\$34,103.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Greenfield Community College, Education Department	Danielle Renna	Director	One Alhambra Place, Room 1403	Haverhill	Massachusetts	2108	812-929-0000	8/15/2019	8/14/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Greenwood Leadership Academy	Kathleen Wingham	Principal	1289 West Seminoole Street	Tulsa	Oklahoma	74127	918-833-8854	7/1/2021	7/16/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Harlem Village Academics	David Lucas	Principal	935 West 124th Street	New York	New York	10027	(646) 812-9200	1/14/2020	6/27/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Harvard Teacher Fellows	Robert R Olsman	Director	13 Apian Way	Cambridge	Massachusetts	2136	617-293-5100	6/1/2021	5/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Hawaii State Public Charter School Commission, Earl Caroline Siga	Shelton Hung	Director	201 Merchants Street	Honolulu	Hawaii	96813	713-932-4390	1/7/2020	1/1/2023	\$11,137.90	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
HUAI College	Shelton Hung	Director	505 Washington St	League City	Outside the U.S.	N/A	781-255-0386	10/26/2019	11/22/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Holyoke Community College	Kimm Gumban	Director/Principal	309 Homestead Avenue	Holyoke	Massachusetts	1040	413-534-2000	12/1/2019	11/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
HotChick, Inc.	Mary Jane Pearson	Director	1599 S. Bascom Avenue Suite 1020	Campbell	California	95008	408-546-8684	4/27/2019	7/31/2021	\$31,561.00	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Hyde Leadership Charter School	Christine Mooloughney	Assistant Director	830 Hunts Point Avenue Grades 9-12	Bronx	New York	10474	718-993-1500	8/26/2020	8/26/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Illinois Undergraduate Individual Development Survey	Michelle Escapa	Director	2201 South DuSane Parkway	Springfield	Illinois	62703	217-782-4321	9/12/2020	9/12/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
IRE	Amelia Collins	Director	532295 PO Box	Cincinnati	Ohio	45251	733-5570200	12/11/2019	12/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Johns Hopkins University (School of Education)	Jason Schnell	Director/Principal	2800 N Charles Street Suite 137	Baltimore	Maryland	21218	410-516-7987	7/1/2019	6/30/2024	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
K12	Shannon Houston	Director	911 Pine Tree Terrace	Detroit	Michigan	48202	877-512-5438	10/7/2019	10/6/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Kansas ASCD	Joshua Snyder	Director	1420 Southwest Arrowhead Road	Topeka	Kansas	66608	877-512-5438	9/1/2020	8/31/2022	\$11,530.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Kansas City Teacher Residency	Allison Smith	Director/Principal	4801 Rockhill Rd.	Missouri	Missouri	64110	(201) 254-5592	3/20/2016	8/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes



Kansas Technical Assistance System Network - TAN	Michelle Hayes	600 SW Jackson St	Topeka	Kansas	66612	785-296-2303	3/7/2022	3/6/2023	Online Coaching/PD Platform & Services	Not Applicable - Other Coaching/PD Program	Yes
Kennedy Krieger Institute CADD, Consultations	Liz Stripling	707 N Broadway	Baltimore	Maryland	21205	410-462-3789	8/14/2020	8/1/2023	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
KIPP Schools	Ashleigh Rose	138 Main Street	San Francisco	California	94105	269-931-3789	7/2/2019	6/30/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
La Academia de Estrellas	Richard Luck	1815 S Hamilton Rd	Dallas	Texas	75206	214-968-6908	1/21/2020	1/20/2023	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Leadership Preparatory Charter School	Vickie Allen	4190 Ellison Road	Memphis	Tennessee	38111	867-956-6337	7/27/2021	6/30/2023	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
LEARN Charter School Network	Elizabeth Goulet	3021 West Carroll Avenue	Chicago	Illinois	60612	773-632-6337	7/27/2021	3/11/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Leward Community College	Flores Rubio	2444 Dole St	Honolulu	Hawaii	96822	808-588-1121	7/1/2019	7/31/2023	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
LIFE SCHOOL OF DALLAS	Arena Beckman	132 East Ovilla Road, Suite A	Red Oak	Texas	75154	832-781-2227	7/1/2020	6/30/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Livy Daniels Center, Outreach Consultation	Marilyn Farrell	6003 Weston Parkway	Cary	North Carolina	27513	919-677-1400	10/16/2020	10/15/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Mary Monte District	Jenna Peterson	1691 The Alameda	San Jose	California	95126	212-541-7600	1/1/2022	12/31/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Maryland Coalition for Inclusive Education KUDOP P. Sarah O'Rourke	Facilitator	6810 Daugham Road	Elkridge	Maryland	21075	410-859-5400	10/1/2020	9/30/2021	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
MetEd Education	Katherine Neidham	1001 Commonwealth Avenue	Boston	Massachusetts	2130	301-279-4118	8/1/2019	8/13/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Metropolitan State University of Denver	Selma Torres	Campus Box 21 P.O. Box 173182	Denver	Colorado	80217-3862	310-729-4118	8/1/2019	8/13/2022	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Michigan Early Childhood Investment Corporation, E.Liz Storges	Director	215 N George St	Lansing	Michigan	48917	517-371-9000	10/20/2020	7/31/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Millville University	Jason Davis	824 Executive Court	Millersville	Pennsylvania	17551	717-872-3821	10/1/2020	9/30/2022	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Mills College	Elizabeth Baker	225 N George St	Oakland	California	94613	919-430-2287	7/1/2020	5/31/2021	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Minneapolis United School District	Sean Anglin	5000 MacArthur Boulevard	Minneapolis	Minnesota	55408	612-346-2200	6/21/2019	6/21/2020	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Minnesota Department of Education(SWVC)	Ann Mitchell	1331 East Calaveras Boulevard	St. Paul	Minnesota	55155	651-296-3000	7/8/2019	7/7/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Mount Washburn Community College	Laura Ruscio	75 Rev Dr Martin Luther King Junior Boulevard	Haverhill	Massachusetts	2108	781-239-3000	6/22/2020	6/30/2020	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Nashville Classical Charter School	Lyndee Hamilton	217 S. 10th Street	Nashville	Tennessee	37206	615-258-5841	10/1/2019	7/31/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Nashville Teacher Residency	Mart Orlow	1224 Martin Street	Nashville	Tennessee	37203	615-258-5841	6/10/2019	7/6/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
National Math and Science Initiative	Nicole Leatty	3350 North Central Expressway Suite M-2200	Dallas	Texas	75206	214-366-1200	6/21/2019	6/21/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Nebraska DOE Special Education Department	Ragan Montoya	54731 897 Rd	Lincoln	Nebraska	68103	402-383-2309	9/18/2019	9/17/2021	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
New Mexico Public Education Department	Charmayne Green	815 N MOTEL BLVD	Las Cruces	New Mexico	88007	575-246-0370	5/1/2019	6/30/2021	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
New Teacher Center Legacy	Michelle Robillard	110 Cooper Street 5th Floor	Santa Cruz	California	95060	831-600-2200	7/1/2019	6/30/2021	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Noelle	Michelle Robillard	200 Portland Street	Bismarck	North Dakota	58503	701-258-5841	10/1/2019	7/31/2022	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
North Dakota Teacher Support System	Lyndee Hamilton	600 East Boulevard Avenue	Bismarck	North Dakota	58503	701-258-5841	10/1/2019	7/31/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
North Shore Community College Early Childhood Ed Gary Ham	1 Fernside Rd	3350 North Central Expressway Suite M-2200	Dallas	Texas	75206	214-366-1200	6/21/2019	6/21/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Northeast Ohio State University	Clare Menapuz	7655 W DEMETER ST	Niles	Illinois	60714	773-328-8844	6/30/2020	6/30/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
NYU Steinhardt	NYU World of Words (WOW) Project	50 West 4th	New York City	New York	10012	212-988-1212	8/19/2019	8/19/2020	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland Schools	Charmayne Green	2111 Pontiac Lake Road	Waterford Township	Michigan	48328	248-209-2000	11/20/2018	10/15/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakview Health Behn Center for Child Development	Lucy Ellis	6501 Jefferson Highway	Jefferson	Louisiana	70121	504-442-1895	1/15/2020	1/14/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oklahoma State Department of Education	Susan Pinson	6501 Broadway Extension	Oklahoma City	Oklahoma	73116	405-522-1835	10/28/2021	10/26/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Open Up Resources	Brooke Powers	1600 El Camino Real	Menlo Park	California	94025	650-576-8754	9/10/2021	9/9/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Origins	Scott York	3805 Grand Avenue South	Minneapolis	Minnesota	55409	812-822-3422	10/17/2019	10/16/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Orion-Gillingham International	Danial Kallberg	4000 South Wadsworth Boulevard	Littleton	Hawaii	80128	720-778-0300	12/24/2021	12/25/2021	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Ozge County Interlocal Cooperative	Mandy Lewis	201 E Main St	Honolulu	Hawaii	74035	877-512-5438	8/5/2020	8/5/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Partners for Children	Patricia Senti	29 Emerson Avenue	Gloster	Massachusetts	01930	978-546-5239	7/2/2020	7/2/2020	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Penn State University eHSS	Ayan Burns	1701 South Broadway Street	Pittsburgh	Pennsylvania	66762	724-763-6338	9/1/2021	8/30/2023	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Prince William County Schools	Eric Worcester	14715 Brincoe Road	Manassas	Virginia	20112	703-366-1900	9/1/2020	10/1/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Purdue University Autism Research Center	Mandy Rosoli	100 N. University Street	West Lafayette	Indiana	47907	260-481-6575	3/1/2020	3/1/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Purdue University, STEM Resource Network	John Hicks	401 S. Grand Street	West Lafayette	Indiana	47907	765-833-3500	2/18/2016	6/30/2023	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Queens College, CUNY	Dana M Calvo	205 E 42nd St	New York	New York	10017	646-812-1239	8/20/2019	6/30/2021	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Reath Institute for School Leadership	Adda Hegarty	1221 Preservation Park Way	Oakland	California	94612	510-501-5035	8/20/2019	6/30/2023	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Region 10 Education Service Center	Heather Cato	400 East Spring Valley Road	Richardson	Texas	75081	972-348-1445	6/30/2019	6/30/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Rio Salado College Early Childhood Leader Developer LUCI Taber	Unala Davis	2523 W. 14th Street	Tempe	Arizona	85281	480-951-7800	8/20/2019	8/18/2022	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Rockdale County Public Schools	Emilie Letourneau	954 N MAIN ST	Cummins	Georgia	30012	770-843-7113	7/1/2021	7/31/2024	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Rockledge Education	Monica Matias	350 Twin Dolphin Drive	San Jose	California	95065	950-977-8000	10/26/2021	10/24/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Rutgers University, National Institute for Early Educ	Alondra Daniel	78 Easton Avenue	New Brunswick	New Jersey	08901	732-933-4350	4/30/2022	10/31/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
SAGA Innovations, Inc.	Nicholas Troiano	344 WALLUT ST	Newtown	Illinois	2460	508-339-1300	4/30/2022	10/31/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
SchoolWorks	Lisa Trimm	2141 Township Road 112	Millersburg	Ohio	44654	800-262-2900	5/1/2019	4/30/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Skills Academy	Jennifer Strock	100 Cummins Center, Suite 236c	Beverly	Massachusetts	01915	978-921-1874	6/1/2019	6/30/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
South Academy	Courtney Williams	365 Canal Street	New Orleans	Louisiana	70160	504-583-1258	1/20/2021	1/19/2023	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
South Dakota Birth to Three Connections	Courtney Bradley	1027 Long Beach Boulevard	Linwood	California	90262	310-622-2282	7/15/2019	7/14/2021	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Southwest Kansas Education Service Center	Traci Hannin	800 Governor	Pierre	South Dakota	57501	605-773-3212	7/15/2019	10/23/2021	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
SPARK Learning Lab	Yelma Knighton	947 West 47 Highway	Girdler	Kansas	66743	913-897-1218	6/1/2019	7/1/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Springfield Prep Charter School	Meghan Wagner	9245 North Meridian Street	Springfield	Indiana	45260	317-505-2001	5/5/2020	5/30/2023	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Stanford Technical Community College	Darisha Garvey	1 Federal St., Building 101	Stanford	Massachusetts	1105	800-389-9389	7/1/2019	7/1/2023	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Stanford Technical Education Program	Deborah M. Belanger	4501 Jansky Sq	Stanford	California	94306	650-576-8754	10/16/2020	10/16/2020	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Start Early, Essential Fellowship	Michael Weinand	33 West Monroe Street	Chicago	Illinois	60603	312-932-3863	11/30/2022	11/30/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Swindale Educational Consulting	Lyndee Hamilton	781 South Washington Street	Chicago	Illinois	95370	877-223-5376	9/13/2019	9/12/2021	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
SWNGC	Belard Griffin	2225 Lank Avenue	Dallas	Texas	75208	214-641-9449	10/7/2019	10/7/2021	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Tachiana Department of Education	Kevin Grant	Qpo Box 169	Holston	Outside the US	N/A	508-339-1300	6/1/2019	7/1/2022	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Teach Plus State	Isha Townsend	1000 State Street	Springfield	Massachusetts	1105	877-576-8754	3/1/2020	2/28/2024	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Teach Western Mass	Bethany Kellia	525 W 120th Street	New York	New York	10027	212-676-3000	9/30/2022	9/30/2022	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Teachers College Columbia University EXCELL Project	Karin Compose	2875 Transworld Drive	Stockton	California	95206	209-468-4926	8/1/2020	7/31/2022	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Teachers College San Joaquin	Evan O'Donnell	475 Riverside Drive	New York	New York	10315	212-702-9525	10/1/2019	10/16/2020	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Teaching Masters	Teachstone	105 Monticello Ave, Shr 201	Charlottesville	Virginia	22902	434-244-5424	12/14/2020	12/14/2020	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Texas Conference of Seventh-day Adventists	Renee Whiting	1211 N. 67	Amarillo	Texas	79009	817-790-2255	7/15/2020	7/14/2023	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes



The Center, Early Childhood Professional Learning (E Suzi Finn)	Coordinator	2626 South Clearbrook Drive	Arlington Heights	Illinois	61820	847-275-5486	10/1/2019	9/30/2022	\$60,708.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
THE HAVENFORD SCHOOL	Director/Principal	4500 Lancaster Avenue	Hayward	Pennsylvania	19041	610-642-3620	8/1/2021	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
The Institute for Citizens & Scholars	Director/Coordinator	500 Lincoln Drive	Princeton	New Jersey	08540	609-452-2007	11/16/2020	11/14/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Other Coaching/PD Program	Yes
The Reading League	Director/Principal	103 Wyoming St	Syracuse	New York	13204	315-362-1620	9/22/2021	9/21/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Thomas Jefferson University M.I. Mulcahey Center for Christine Thelen	Facilitator	125 South 9th Street	Philadelphia	Pennsylvania	19107	215-955-6000	3/1/2020	3/1/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Thompson Elementary	Director/Principal	1445 Perry Road	Carrollton	Texas	75006	972-963-4201	1/15/2020	1/14/2021	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Thrupp Inc	Director/Principal	500 7th Avenue	New York	New York	10018	718-233-3800	8/4/2020	6/30/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Tuscorora Intermediate Unit/EITA	Coordinator	100 Gordon Owen Highway	Tyngton	Massachusetts	2780	508-825-2588	8/1/2019	7/31/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
UChicago Charter School/ Woodawn Middle School DeVear Peters Jr.	Facilitator	6345 Daltell Place	McWystown	Pennsylvania	17051	703-361-8608	8/1/2020	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
UMB College of Ed - Boston Public Schools Partnership Lindsay Beatty	Director/Principal	1313 East 60th Street	Chicago	Illinois	60617	773-834-7997	9/15/2020	9/14/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Chicago - UTP	Director/Principal	100 William T Morrissey Boulevard	Boston	Massachusetts	2125	617-247-0000	8/1/2019	7/31/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
University of Connecticut, Educational Psychology	Director/Principal	8001 South Ellis Avenue	Chicago	Illinois	60637	1-773-702-2334	8/1/2019	9/16/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
University of Denver	Director/Coordinator	249 Glenrock Road, Unit 8064	Storia	Connecticut	06769	860-486-0031	2/21/2022	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
University of Florida, Anita Zucker Center for Excellence MICHELLE CROSBY	Coordinator	200 East Auburn Avenue	Denver	Colorado	80291	303-871-7420	7/15/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Kansas, Juniper Gardens FTIRL & PEP Jackie Millin	Coordinator	201 Criss Hall	Gainesville	Florida	32611	352-339-2261	7/1/2019	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Louisville Westport Center, KY El Proge Scott Tomchek	Facilitator	444 Minnesota Avenue	Kansas City	Kansas	66101-2914	785-864-7000	11/15/2019	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Massachusetts - Amherst	Director	2301 S 3rd St	Louisville	Kentucky	40212	502-855-2555	4/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Miami/FAST Najman Center, Rap Up Veronica Fernandez	Director/Coordinator	134 Hicks Way	Amherst	Massachusetts	1003	419-553-5390	7/1/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Missouri	Dept Director	1320 S Shaw Way	Caral Gables	Florida	33146	305-282-9221	8/1/2021	5/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Nebraska Lincoln, Coaching in Early Inf Sandra Struges	Director/Coordinator	103 Jesse Hall University of Missouri	Columbia	Missouri	65211	372-882-2221	8/1/2021	8/1/2021	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of New Mexico, CDD ECN	Coordinator	1313 North 13th Street	Lincoln	Nebraska	68588	402-472-3101	8/29/2017	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of New Mexico, Center for Development Janet C Everett	Coordinator	2300 Menaul Blvd NE	Albuquerque	New Mexico	87107	505-277-3111	1/1/2021	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of New Mexico, Center for Development Patrick Blevis	Coordinator	934 IRADABURY ST SE	Albuquerque	New Mexico	87106	867-563-8348	12/10/2018	11/20/2019	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of New Orleans	Director/Coordinator	930 Mountcastle Street	Albuquerque	New Mexico	87106	867-563-8348	1/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Notre Dame, Alliance for Catholic Educ. Matthew Kiser	Director/Coordinator	2000 Lakeshore Dr	New Orleans	Louisiana	70148	877-346-2106	9/1/2020	8/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Pennsylvania Graduate School of Education Patrick Sexton	Director/Coordinator	107 Carole Sandier Hall	Notre Dame	Indiana	46556	514-4026	9/1/2019	4/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of South Carolina, Child Care Inclusion Col Sarah Shaw	Coordinator	8819 Chestnut Street	Prindigolia	Pennsylvania	19104	215-998-9847	9/1/2019	12/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of South Carolina, Child Care Inclusion Col Sarah Shaw	Coordinator	2301 Market Center Boulevard	Columbia	South Carolina	29208	(803) 777-2861	9/4/2020	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Tennessee	Dept Director	1800 Wheat St.	Columbia	South Carolina	29201	877-346-2106	7/1/2020	10/31/2021	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Tennessee	Director/Coordinator	Launceston Campus	Dynmyrie	Outside the US	N/A	610-363-2000	9/1/2019	12/31/2019	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Tennessee Health Science Center Audie Thelma Utzoy	Coordinator	920 Mountcastle Street	Knoxville	Tennessee	37996	901-458-4444	8/9/2020	8/9/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Virginia UVA/ CASTL GEEB	Program Director	1705 University Avenue	Charlottesville	Virginia	22904	544-924-0311	1/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University Preparatory Schools	Director/Principal	2409 Arapaloe Street	Denver	Colorado	80205	303-292-5263	7/1/2021	6/30/2024	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
UNM on behalf of the state of New Mexico FT Prog Sandra Diangnawesther	PD Director	1100 South Santa Fe Boulevard	Santa Fe	New Mexico	87504	505-841-9067	5/10/2019	6/30/2019	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Uplift Education	Director/Principal	1825 Market Center Boulevard	Dallas	Texas	75247	202-463-4860	8/1/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Vanderbilt University, DBI by Design	Director/Coordinator	2301 Vanderbilt Pl	Nashville	Tennessee	37240	615-323-7311	3/16/2020	2/28/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Virginia Commonwealth University Autism Center for Valerie Yicki Iiroko	Coordinator	1314 West Main Street	Richmond	Virginia	23284	855-711-6987	10/1/2019	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Vista Del Mar, Child & Family Services, HomeSAFE Deborah Kanegebang	Program Director	8926 Melrose Avenue	Los Angeles	California	90038	310-836-1223	5/24/2021	5/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Washington University in St Louis School of Medicine Kristen Jones	Director/Coordinator	1 Brookings Drive	St. Louis	Missouri	63130	314-935-5500	8/1/2019	7/31/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
West Virginia Birth to Three (WVBT), River Valley O Alyson Edwards	Coordinator	912 Market Street	Parkersburg	West Virginia	26101	304-485-3000	7/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
WestEd - Quality Counts California (QCC) Coach Cent Bob Montgomery	Program Director	730 Harrison Street	San Francisco	California	94107	415-565-3000	3/13/2020	12/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Western Washington University	Director/Principal	516 High Street	Bellingham	Washington	98225	360-502-865	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Wiley Advancement Counsel	Director/Coordinator	352 7th Avenue	Louisville	Kentucky	40202	800-762-2121	10/4/2021	5/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Wandorpe High School	Director/Principal	2010 North 59 Street	Kansas City	Kansas	66102	913-627-2676	7/15/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Xavier University of Louisiana	Director/Coordinator	1 Oriol Dr	New Orleans	Louisiana	70125	504-887-4111	8/1/2019	12/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
YHCA Tri-County Area, Early Education Center	Program Director	313 King Street	Pittstown	Pennsylvania	19404	610-321-1888	12/1/2021	11/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Zeta Charter Schools	Director/Principal	652 West 187th Street	New York	New York	10033	925-458-3000	7/1/2020	6/7/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes



**ATTACHMENT 2, ANGELA DALIET PREVIOUS RESUME**



# ANGELA M. WATSON DALIET

7621 FIELDSTON ROAD | NEW ORLEANS, LOUISIANA 70126  
M 504.416.3146 | F 504.309.0115 | ATEAMANGELA@GMAIL.COM

## SKILLS & ABILITIES

*Passionate education, business, and community advocate dedicated to improving outcomes for all New Orleanians, no matter their background, beliefs, or circumstances*

*Talented leader uniquely capable of fostering and motivating effective collaborations, partnerships, and teams amongst unaligned individuals and organizations*

*Creative, energetic, achiever personality with exceptional communication skills and a systemic approach to attaining objectives and resolving complicated issues*

*Flexible, detail-oriented director distinctively experienced with large-scale program management, multi-layered operations/systems, people/leadership development, fundraising/sales, public relations/communications, and budgeting/financial forecasting*

## CAREER EXPERIENCE

### **Owner/Consultant, A-Team Consulting LLC (Oct 2010 – Present)**

*Launched and manage consulting firm, which partners with small and large for-profit and non-profit organizations with goals of ensuring client's long-term value and sustainability by providing three distinct styles of services (Technical Assistance, Training, and Expert Advice) across five broad categories (Strategy, Finance, Development, Operations, and Communications), beginning from conceptualization to implementation and measuring results where general responsibilities include: soliciting clients, creating and implementing individualized proposals and contracts to meet client's unique needs, developing innovative revenue-generating, mission-based programs and products, designing professional development and team-building sessions, evaluating and improving operational structure, policies, and procedures, identifying and implementing data tracking and analysis systems, facilitating strategic, operations, development, marketing, and financial planning, conducting public relations and media trainings, coaching leaders and managers toward better efficiency, effectiveness, and mission alignment, expanding both internal and external communications, marketing, and branding, and providing general start-up, mid-growth, and high-volume business related services.*

### **Program & Curriculum Design/Academic & Peer Coach/Adjunct Professor/, Delgado Community College, Adult Education Program (Apr 2018 - Present)**

*Design, develop and deliver training for new and existing programming and curriculum to improve and align with current and emerging academic, career, and industry needs; Provide peer-to-peer and academic/career planning coaching for program staff and students to develop, guide and support them on their most efficient path to reaching program and individual goals; Implement a program of instruction for students who need skills remediation in various courses to adequately prepare them for college and career.*



**Business & Operations Director, Wheatley School (Apr 2014 – Aug 2015)**

*Served as a senior member of school leadership team for one (expanded) year contract directing a team of ten for all business, operational, and day-to-day administration functions; Managed entire facility and all logistics of newly-constructed, multi-million dollar building; Financial administrator and overseer of \$8,000,000 budget; Implemented and supervised all third-party contracts; Coordinated complex transportation and food delivery systems; Handled all staff recruitment, training, professional development and exit procedures; Maintained integrity and accuracy of all student data and records; Acted as school's first point of contact for parents, community, media, funders, and vendors.*

**Founder/Executive Director, Save Our Schools NOLA (Oct 2005 – Jan 2014)**

*Conceived and established non-profit to address youth development, engagement, education, and recreation in New Orleans post Katrina; Developed working board of directors, annual strategic plan, stable operating budget of over \$1,000,000, and threefold platforms of work with aligned objectives; Defined and developed staff responsibilities, roles, and accountabilities while managing and leveraging part time, full time and contractual staff of 15 with volunteer force of 150+ with community organizing skills, training, and development opportunities; Designed and implemented operational structure, projects, programs, and services within work platforms with measurable benchmarks and outcomes based upon established theory of change with appropriate evaluation criteria; Created and maintained website and web-based publicly accessible interactive online database of public school information; Developed organizational brand and marketing campaigns with logos, slogans, newsletter, blog, public relations materials, advertisements, and social media sites; Organized partnerships with national and local non-profits, foundations, corporations, and individuals; Established development strategies including membership drives, corporate sponsorships, special events, and annual fundraisers; Served as spokesperson and liaison to and from community to create support for youth development programs with city/state leaders and legislators, building broad coalitions and campaigns amongst unaligned communities and individuals; Worked with partners to develop city and state level strategic legislative advocacy strategy with national implications; Maintained relationships with key school, community, and business leaders, vital stakeholders and major donors to ensure effective, sustainable movement.*

**Financial Advisor/Consultant, Ameriprise Financial, (Jan 1998 – Jul 2007)**

*Created, delivered, and implemented investment proposals and financial advice; Tracked and analyzed investment portfolios based on objectives, performance, risk tolerance, along with other volatile variables; Produced marketing plans and established top producing planning practice; Created, implemented, modified and managed systems for organization, prioritization, efficiency, and tracking; Developed and monitored business plan, accounting of business and statements of work for advisors and staff; Provided leadership for and conducted evaluations of staff and advisors; Managed client, staff and corporate office requests while identifying solutions in fast-paced environment; Operationally integrated complex and ever-changing federal compliance rules; Served as consultant to other advisors providing innovative, highly sought-after models, systems, expertise, knowledge and training, tailored to their practices for increased productivity, consistency, efficiency, tracking, proactive compliance procedures, analysis ease, productive management structure, and manageable services.*



**EDUCATION  
& LICENSES**

SERIES 7, General Securities Registered Representative License (1998)  
SERIES 63, General Securities Order Solicitation License (1998)  
LIFE, HEALTH & VARIABLE ANNUITIES License (1998)  
BACHELOR OF SCIENCE, General Studies (December, 1997)  
University of New Orleans – New Orleans, Louisiana

**HONORS  
& RECOGNITION**

YOUNG LEADERSHIP COUNCIL CITY ROLE MODEL AWARD WINNER, August 2013  
NEW ORLEANS MAGAZINE PEOPLE TO WATCH, September 2010  
CITYBUSINESS WOMEN OF THE YEAR HONOREE, October 2009  
CBNO/MAC BRYAN BELL FORUM EMERGING COMMUNITY LEADER, August 2009  
NPN BEST EDUCATION ADVOCATE TRUMPET AWARD, December 2008  
KEYNOTE SPEAKER with Governor of Arkansas for Anniversary of Women's Emergency Committee of Little Rock, November 2008  
NEW ORLEANS 100 SOCIAL CHANGEMAKERS, August 2008  
NEW ORLEANS LIVING MAGAZINE HELPING HANDS ARTICLE SUBJECT, June 2008

**COMMUNITY  
SERVICE**

"OFFICE HOURS" CONSULTANT VOLUNTEER, THE IDEA VILLAGE  
COMMUNITY CONSULTANT VOLUNTEER, BOYS & GIRLS CLUB WESTBANK  
MONTHLY VOLUNTEER, GRACE AT THE GREEN LIGHT  
BOARD MEMBER, CRESCENT CITY CHRISTIAN YOUTH CAMP  
BOARD MEMBER, ST. ROCH PLAYGROUND BOOSTER CLUB  
FORMER BOARD MEMBER, ORLEANS PUBLIC EDUCATION NETWORK  
FORMER TREASURER OF DIRECTOR BOARD, NEIGHBORHOOD PARTNERSHIP NETWORK

**REFERENCES**

FLOZELL DANIELS JR, CEO & PRESIDENT, FOUNDATION FOR LOUISIANA  
GINA SWANSON, NEWS ANCHOR, WDSU  
CEDRIC RICHMOND, U.S. CONGRESSMAN, 2ND DISTRICT OF LOUISIANA  
TIMOLYNN SAMS, DIRECTOR OF COMMUNITY, INSPIRENOLA



**ATTACHMENT 3, CARRIE XAISONGKHAM PREVIOUS RESUME**



# CARRIE XAISONGKHAM

HOSPITALITY  
PROFESSIONAL/  
ENGINEERING  
BACKGROUND

## CONTACT

(337) 577 - 7920

CXAISONGKHAM@GMAIL.COM

## PROFILE

I am a recently displaced hospitality professional looking to apply the transferrable skills I've acquired from engineering and restaurant management to launch into a new and fulfilling career.

## SKILLS

- Familiarity with SQL, Wordpress, HTML/CSS
- Experienced in verbatim transcription and legal transcript proofreading
- Typing speed 75 WPM
- Highly proficient in Google Apps like Google Calendar, Google Form, and Google Docs
- Quick learner who thrives in high growth situations
- ServSafe Certified

## REFERENCES

Available upon request

## EXPERIENCE

### SERVER, FOOD & BEVERAGE

LAUREL OAK, NEW ORLEANS | NOV 2019 - MAR 2020

- Assisted customers in order selection, recommended specific menu items, and ensured prompt, accurate service
- Ensured high guest check averages by suggesting and selling additional food and beverage items
- Continually visited guest tables to promote inviting and attentive service
- Provided direct assistance to bartender and hotel staff.

### GENERAL MANAGER, FAST CASUAL RESTAURANT

CITY GREENS, NEW ORLEANS | OCT 2013 - NOV 2019

- Began career as a cashier and worked up to general manager position
- Opened two new restaurant locations in 2016 and 2019
- Responsible for recruiting, hiring, and training all employees
- Acted as line of communication from CEOs to employees and vice versa
- Maintained restaurant costs and inventory
- Experienced in reading and interpreting P&Ls to make business decisions

### VOLUNTEER RESEARCH INTERN, NONPROFIT

LOUISIANA BUCKET BRIGADE, NEW ORLEANS | APR 2012 - JAN 2013

- Performed research regarding local refinery emissions using data provided from Louisiana Department of Environmental Quality database
- Assisted in community outreach programs through grassroots efforts
- Designated assistant volunteer coordinator for 2014 Earth Day festival

### DATA ENTRY, STUDENT WORKER

LSU STUDENT AID, BATON ROUGE | APR 2012 - JAN 2013

- Created and organized large sets of student data on Microsoft Excel
- Maintained filing systems and student database
- Kept track and updated student worker payroll
- Created and sent office correspondences for supervisor via email
- Nominated for Student Worker of the Year in 2012.

## EDUCATION

### BACHELOR OF SCIENCE IN CHEMICAL ENGINEERING

LOUISIANA STATE UNIVERSITY, BATON ROUGE | 2009 - 2013



**ATTACHMENT 4, CONFIDENTIAL: COST PROPOSAL ENVELOPE**





**5Yr/100User Price Quote**  
**for Waterbury School Readiness on 05/10/2022\***

\*Valid for 30 Days

Dates	Term (Years)	Cost/License/Year	# of Licenses	Total
07/01/2022 - 06/30/2027	5	\$109.44	100	\$54,720.00
<b>Grand Total:</b>				<b>\$54,720.00</b>

**Per License Pricing Breakdown**

Tier of Service	Cost per License	
<b>TORSH Talent Premium</b>	\$	160.00
<i>Add-Ons</i>		
<input type="checkbox"/> Zoom Integration		Free
<b>Standard Cost per License</b>	\$	<b>160.00</b>
Less Volume Discount	10.00%	\$ (16.00)
Less Multi-Year Discount	20.00%	\$ (28.80)
Less Lagniappe Discount	5.00%	\$ (5.76)
<b>Total Cost per License</b>	\$	<b>109.44</b>

**Tiers of Service**

Tier		Monthly**	Annually**
<b>BASIC</b> ( <a href="http://www.torsh.co/talent-tier/basic">www.torsh.co/talent-tier/basic</a> )	\$	9.90	\$ 99.00
<b>PREMIUM</b> ( <a href="http://www.torsh.co/talent-tier/premium">www.torsh.co/talent-tier/premium</a> )	\$	16.00	\$ 160.00
<b><u>ADD-ONS - Add-Ons can be added to any tier of service</u></b>			
<input type="checkbox"/> Custom Workflows	\$	2.00	\$ 20.00
<input type="checkbox"/> Custom LMS Integration (Blackboard, Canvas, Sakai)	\$	1.50	\$ 15.00
<input type="checkbox"/> Single Sign On/API Integration	\$	1.50	\$ 15.00
<input type="checkbox"/> Insights API	\$	1.50	\$ 15.00
<input type="checkbox"/> Network Architecture	\$	0.50	\$ 5.00
<input type="checkbox"/> edTPA portfolios	\$	0.50	\$ 5.00
<input type="checkbox"/> Zoom Integration		Free	Free
**All prices are listed per user			
<b><u>Volume Based Pricing***</u></b>			
100 Users or more			10%
500 Users or more			15%
1,000 Users or more			20%
***Volume based discounts do not apply to TALENT BASIC unless there are 1,000 licenses or more			

**TORSH INC.**  
701 Loyola Avenue, #52377  
New Orleans, LA 70152  
Contact: Jamal Brown  
Email: [finance@torsh.co](mailto:finance@torsh.co)  
Phone: 504-684-7940  
TIN: 45-3559243





**5Yr/100User Price Quote**  
**for Waterbury School Readiness on 05/10/2022\***

\*Valid for 30 Days

Dates	Term (Years)	Cost/License/Year	# of Licenses	Total
07/01/2022 - 06/30/2027	5	\$109.44	100	\$54,720.00

<b>Grand Total:</b>	<b>\$54,720.00</b>
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**Per License Pricing Breakdown**

Tier of Service	Cost per License	
<b>TORSH Talent Premium</b>	\$	160.00
<i>Add-Ons</i>		
<input type="checkbox"/> Zoom Integration		Free
<b>Standard Cost per License</b>	<b>\$</b>	<b>160.00</b>
Less Volume Discount	10.00% \$	(16.00)
Less Multi-Year Discount	20.00% \$	(28.80)
Less Lagniappe Discount	5.00% \$	(5.76)
<b>Total Cost per License</b>	<b>\$</b>	<b>109.44</b>

**Tiers of Service**

Tier		Monthly**	Annually**
<b>BASIC</b> ( <a href="http://www.torsh.co/talent-tier/basic">www.torsh.co/talent-tier/basic</a> )	\$	9.90	\$ 99.00
<b>PREMIUM</b> ( <a href="http://www.torsh.co/talent-tier/premium">www.torsh.co/talent-tier/premium</a> )	\$	16.00	\$ 160.00
<b><u>ADD-ONS - Add-Ons can be added to any tier of service</u></b>			
<input type="checkbox"/> Custom Workflows	\$	2.00	\$ 20.00
<input type="checkbox"/> Custom LMS Integration (Blackboard, Canvas, Sakai)	\$	1.50	\$ 15.00
<input type="checkbox"/> Single Sign On/API Integration	\$	1.50	\$ 15.00
<input type="checkbox"/> Insights API	\$	1.50	\$ 15.00
<input type="checkbox"/> Network Architecture	\$	0.50	\$ 5.00
<input type="checkbox"/> edTPA portfolios	\$	0.50	\$ 5.00
<input type="checkbox"/> Zoom Integration		Free	Free
**All prices are listed per user			
<b><u>Volume Based Pricing***</u></b>			
100 Users or more			10%
500 Users or more			15%
1,000 Users or more			20%
***Volume based discounts do not apply to TALENT BASIC unless there are 1,000 licenses or more			

**TORSH INC.**  
**701 Loyola Avenue, #52377**  
**New Orleans, LA 70152**  
**Contact: Jamal Brown**  
**Email: [finance@torsh.co](mailto:finance@torsh.co)**  
**Phone: 504-684-7940**  
**TIN: 45-3559243**





Date: May 26, 2022

Honorable Commissioners  
Waterbury Board of Education  
236 Grand Street  
Waterbury, CT 06702

Re: **Approval Request of Contract** for and Affiliation Agreement Between the University of Connecticut and the City of Waterbury

Dear Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract for Student Residency Opportunities between the City of Waterbury and the University of Connecticut. The term of this Agreement shall commence on August 22, 2022 and terminate on April 28, 2023.

The residency program will have two distinct parts: a paid internship portion and an unpaid student teaching portion. Both portions will take place in the same school building. The paid internship portion will consist of five days per week in the school with a minimum of 14 hours a week between August 22, 2022 and January 13, 2023 in the content area. The unpaid student teaching portion will begin on January 17, 2023 and end on April 28, 2023. During the student teaching portion of the residency program, the students will be supervised by TEAM-trained teachers who are certified in the students' endorsement area. The parties agree that the unpaid student teaching portion is subject to, and in accordance with, the Student Teacher Affiliation Agreement between the Parties executed on January 20, 2021.

The School District shall pay selected *residency program* students directly according to the School District's pay scale and schedule between August 22, 2022 to January 13, 2023. The current pay scale is \$120 a day, but is subject to change based on the School District daily substitute teacher rate. The City shall not be responsible to compensate the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement.

Under this contract, the field-based supervision of the Student Resident will be conducted by teachers and administrators from the Waterbury Public Schools. The field-based supervisor will formally meet with the student on a regular basis to discuss progress and issues associated with the student's residency program placement. The University shall provide bi-weekly supervisory residency meetings to discuss issues associated with teacher education practices. The University shall advise each proposed Student Resident that s/he shall be required to submit to a DCF registry check and state and national criminal history records check.



Accordingly, attached for your review and consideration is the proposed Agreement. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,



**Juan Mendoza**

Assistant Superintendent  
236 Grand St., Room 309  
(203) 597-3433

Attachment

cc: Attorney *Kara Summa*

File: CRT22-126



OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Affiliation Agreement Between the University of Connecticut and the City of Waterbury

Department: Human Resources/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: 

**Juan Mendoza**  
Assistant Superintendent  
236 Grand St., Room 309  
(203) 597-3433

5-26-22  
Date



## AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT AND A SCHOOL DISTRICT/NON-PROFIT AGENCY

### Teacher Education Program

**THIS AGREEMENT** is made by and between the University of Connecticut, (hereinafter referred to as "University"), an Institution of Higher Education, authorized as an agency of the State of Connecticut, and the school district/non-profit agency, **Waterbury School District** (hereinafter "School District") and is effective August 22, 2022 through April 28, 2023. The parties intend to be legally bound to the following terms:

#### **I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. *Selection of Students.* The School District shall be responsible for the selection of qualified students to participate in the *residency program*. Selected students must have the appropriate educational background and skills consistent with the *residency program* offered by the School District.
- b. *Education of Students.* The University shall provide bi-weekly *supervisory residency* meetings to discuss issues associated with teacher education practices.
- c. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, after consultation with the University Faculty Liaison, he or she may be excluded from the *residency program*.
- d. *Liability Insurance.* The School District acknowledges that the University, as an agency of the State of Connecticut, is self-insured. Thus liability insurance is not required.
- e. *Consideration/Payment Terms.* The University will pay directly to the cooperating teachers a stipend to mentor teachers at a pay rate of \$350 per mentor.

#### **II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT**

- a. *Establishment of Residency Program.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a *residency program* placement. The *residency program* is restricted to students enrolled in the University's Teacher Education program. The *residency program* will have two distinct parts: a paid internship portion and an unpaid student teaching portion. Both portions will take place in the same school building. The paid internship portion will consist of five days per week in the school with a minimum of 14 hours a week between August 22, 2022 and January 13, 2023 in the content area. The unpaid student teaching portion will begin on January 17, 2023 and end on April 28, 2023. During the student teaching portion of the *residency program*, the students will be supervised by TEAM-trained teachers who are certified in the students' endorsement area. The parties agree that the unpaid student teaching portion is subject to, and in accordance with, the Student Teacher Affiliation Agreement between the Parties executed on January 20, 2021.
- b. *Policies of School District.* The *School District* will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the *residency program*.



- c. *Exclusion of Noncompliant Student.* The School District shall have the authority to immediately exclude a student who fails to comply with its policies and procedures. Before such exclusion occurs, the School District shall inform the responsible University Faculty Liaison.
- d. *Supervision of Students.* The field-based supervision of the student will be conducted by teachers and administrators from the School District. The field-based supervisor will formally meet with the student on a regular basis to discuss progress and issues associated with the student's *residency program placement*.
- f. *Consideration/Payment Terms.* The School District shall pay selected *residency program* students directly according to the School District's pay scale and schedule between August 22, 2022 to January 13, 2023. The current pay scale is \$120 a day, but is subject to change based on the School District daily substitute teacher rate.
- g. *Administration.* The School District will be responsible for and retain control over the organization, and operation of its programs.
- h. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. Student evaluations will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- i. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law.

### III. MUTUAL TERMS AND CONDITIONS

- a. *Participating Student.* The parties will mutually agree upon the student that shall be assigned to the School District under this Agreement.
- b. *Goals and Planned Activities.* The School District is responsible for planning the student's activities. Such activities shall be designed to enhance the development of competencies and professionalism relative to the training goals of the teacher education program. The School District and the University shall furthermore ensure that the *residency program* allows the student sufficient opportunities to integrate theory, course work, and research, in an applied supervised setting.
- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with ninety (90) days notice to the respective address in Section III.i. below. However, should the School District/Agency terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their *residency program* until the end of the academic semester.
- d. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- e. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors.
- f. *Liability.* Each party shall be responsible for the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Any claim which School/Agency has against the University shall be filed with the Claims Commissioner pursuant to Chapter 53 of the Connecticut General Statutes.



- g. *Notices.* Any notices to University shall be sent to the following address:

Jason Irizarry, Dean  
Neag School of Education  
University of Connecticut  
249 Glenbrook Road, Unit 3064  
Storrs, CT 06269-3064

Any notices to the City of Waterbury shall be sent to the following address:

Verna D. Ruffin, Superintendent  
Department of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

With a cc to:

Office of the Corporation Counsel  
City Hall Building  
235 Grand Street  
Waterbury, CT 06702

- h. *Disputes.* The parties shall exercise all reasonable efforts to resolve any dispute arising between the two parties in connection with this Agreement by good faith negotiation.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.


#### **IV. STATE OF CONNECTICUT TERMS AND CONDITIONS**

- a. *Statutory Authority.* Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.
- b. *Sovereign Immunity.* Contractor acknowledges and agrees that nothing in the Agreement, or the solicitation leading up to the Agreement, shall be construed as a modification, compromise or waiver by the University or State of Connecticut of any rights or defense of any immunities provided by Federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section in the Agreement, this section shall govern.



IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the dates below.

\_\_\_\_\_  
Mayor Neil M. O'Leary  
City of Waterbury

  
\_\_\_\_\_  
Jason Irizarry  
Dean, Neag School of Education

Date: \_\_\_\_\_

Date: May 26, 2022 \_\_\_\_\_



### EXECUTIVE SUMMARY

**Date:** May 26, 2022

**To:** Honorable Board of Aldermen Members  
Honorable Board of Education Commissioners

**From:** Rosh Maghfour, Interim Chief Operating Officer *RM*

**Re:** Professional Services Agreement for Architectural and Engineering Design Services for Roof Replacements at Kennedy High School, Sprague and Tinker Elementary Schools with Silver/Petrucelli + Associates

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Waterbury Public Schools respectfully requests your review and approval of the above mentioned professional services agreement in the amount of \$128,455.80 for architectural and engineering design services for roof replacements at Kennedy High School, Sprague and Tinker Elementary Schools with Silver/Petrucelli + Associates. The capital budget will fund the local share of this project.

This agreement was initiated under Request for Proposal #7189. There were six responsible proposers of which Silver/Petrucelli + Associates (Silver) was the most qualified proposer. This agreement will allow Silver to assist the District in filing the grant application (ED049) with the Office of School Construction and Grants Review (OSCGR), provide schematic designs, construction documents, bid support, construction administration services and assist in project close-out with OSCGR.

Thank you for your consideration.

BOA Attachments (2): Disclosure and Tax Clearance

c: Mike Konopka, Jerry Gay



PROFESSIONAL SERVICES AGREEMENT

RFP No. 7189

For

Architectural / Engineering Design Services For Sprague Elementary  
School, Kennedy High School and B.W. Tinker Elementary School Roof  
Replacement

between

The City of Waterbury, Connecticut

and

Silver, Petrucelli & Associates, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and SILVER, PETRUCELLI & ASSOCIATES, INC., a Connecticut corporation located at 3190 Whitney Avenue, Hamden, Connecticut (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City through the State of Connecticut, Department of Administrative Services (DAS), Office of School Construction Grants and Review (OSCG&R); and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7189 for architectural / engineering design services for Kennedy High School roof replacement; and

**WHEREAS**, Contractor's proposal also address the provision of architectural/engineering services for roof replacement at Sprague Elementary School and B.W. Tinker Elementary School; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7189; and

**WHEREAS**, the City has determined that it will proceed initially with the Kennedy High School roof replacement project and hold the commencement of the projects at Sprague School and Tinker School to a time to be designated by the City in the future; and

**WHEREAS**, Contractor agrees that it will commence performance of its services at a later date upon direction by the City with respect to the Sprague School and Tinker School projects; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**



1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide architectural / engineering design services for Sprague Elementary School, Kennedy High School and B.W. Tinker Elementary School roof replacement as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 7189 (attached hereto)

1.1.2 Contractor's Revised Price Proposal dated April 7, 2022 (attached hereto)

1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.4 Certificates of Insurance, incorporated by reference

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.6 All Required Licenses

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 Contractor's Revised Price Proposal dated April 7, 2022, and Contractor's submission captioned A/E Design Services for Sprague ES, Kennedy HS and Tinker ES Roof Replacements RFP #7189 dated March 22, 2022

1.2.3 The City's solicitation documents, RFP No. 7189.

1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.



**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times.



This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence



prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are



necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate December 31, 2025 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties, as imposed by the City, in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

The aggregate compensation for the Contractor's services over the three (3) schools addresses in the Proposal shall not exceed One Hundred Sixteen Thousand Seven Hundred Seventy-Eight Dollars (\$116,778.00), except as may be modified pursuant to Section 6.6 to a maximum of One Hundred Twenty-Eight Thousand Four Hundred Fifty-Five Dollars and 80/100 (\$128,455.80). The first school roof replacement design shall be Kennedy High School. The cost for that phase of the Project shall not exceed \$52,530. The cost for Sprague School and Tinker School, if these project phases proceed, shall be as follows:

Sprague School:	\$32,025
Tinker School:	\$32,223

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.



**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7189 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**6.6.** The City, in recognition that the timing on the execution of the project phases for Sprague School and Tinker School differs from the schedule anticipated when RFP No. 7189 was issued, agrees to an allowance of ten percent (10%) of the proposal cost per school to be available should Contractor, by way of Change Order, submit evidence in support of a price increase associated with the extended schedule.

The respective allowances are:

Kennedy High School	\$5,253
Sprague School	\$3,202
Tinker School	\$3,222

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment,



materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance



required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit  
each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.  
**\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing  
coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be



endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance:** **\$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.



**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's



wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and



Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made



available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports,



specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays



or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care



and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.



**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7189** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7189**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.



**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**29. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**30. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**31. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**32. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Silver, Petrucelli & Associates, Inc.  
3190 Whitney Avenue  
Hamden, CT 06518

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**  
The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:



**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of



their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to



all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member Of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_


WITNESSES:

SILVER, PETRUCELLI &  
ASSOCIATES, INC.

Sign:   
Print name: Joan M. Trebner

By: 

Its: PRESIDENT

Sign:   
Print name: Denise La Rosa

Date: 5/27/22



## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7189 (attached hereto)
2. Contractor's Revised Price Proposal dated April 7, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document





### **CORPORATE RESOLUTION**

I, Robert R. Banning, hereby certify that I am the duly elected and acting Secretary of Silver, Petrucelli & Associates, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 16<sup>th</sup> day of May, 2022.

"It is hereby resolved that : William R. Silver, President; Dean A. Petrucelli, Vice President; Robert R. Banning, Secretary; David J. Stein, Treasurer; Amanda M. Cleveland and Christopher T. Nardi are authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Silver, Petrucelli & Associates, Inc. corporation this 25th day of May, 2022.

  
Secretary



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (#7189)  
BY  
THE CITY OF WATERBURY BOARD OF EDUCATION  
FOR  
ARCHITECTURAL / ENGINEERING DESIGN SERVICES**

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**A. Background and Intent**

The *Board of Education* of the City of Waterbury (the "City") is seeking Proposals for ARCHITECTURAL / ENGINEERING DESIGN SERVICES FOR SPRAGUE ELEMENTARY SCHOOL, KENNEDY HIGH SCHOOL AND B.W. TINKER ELEMENTARY SCHOOL ROOF REPLACEMENT (the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**B. Qualifications**

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. Experience on school construction projects of similar scope and technical requirements within the last five (5) years. Specifically, experience working with the CT Department of Administrative Services, Office of School Construction Grants and Review (OSCG&R) and thorough understanding of policies and procedures with school construction grants.
- c. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
- d. Adequate staff/employees to perform/complete the work in a timely manner;
- e. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- f. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
- g. Provide a minimum of three (3) examples of projects by which the proposer believes satisfies the above qualifications.

**2. Scope of Services**

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

**3. Agreement Period**

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract through June 2023.



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.
2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.
3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on 3/10/2022.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.
4. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by 2:00 PM on 3/15/2022.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.
5. **A mandatory pre-bid conference will be held on 3/7/2022 at 10:00 AM, at Kennedy High School located at 422 Highland Avenue, Waterbury CT 06708, and further information will be provided for visiting other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder**
6. **This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021**

**Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.**

**This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.**

**A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP # 7189 package.**

**F. Management**

**Any award of work resulting from this RFP will be managed by the School Inspector's Office.**

**G. Conditions**



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1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:
  - a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
  - b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
  - c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
  - d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
  - e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
  - f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
  - g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
  - h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
  - i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
  - j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
  - k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
  - l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development



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process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

**H. Submittal Requirements & Required Format**

**One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than at 10:30 a.m. on 3/22/2022. No proposals received after that time shall be considered.**

**Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702**

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
- b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.

**2. Each Proposal shall contain the following four (4) forms, fully completed, as follows:**

**a. Contract Compliance Documents (Attachment A)**

- i. Proposers shall complete Attachment A documents which includes Outstanding Purchase Orders and Contracts with the City, Financial Interest Disclosure & Corporate Resolution.
- ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.

**b. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**



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- i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
  - ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
  - iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.
- c. Price Proposal (Attachment D).**
- i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
  - ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
  - iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*
- d. Contractor's Experience, Expertise and Capabilities.**
- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.
  - ii. Philosophy Statement and Business Focus. Each Proposer shall provide a statement of the philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of the firm's primary business focus
  - iii. Summary of Relevant Experience. Each Proposer shall provide a listing of all projects that the respondent has completed within the last three (3) years, including architectural, design or engineering work done for municipalities or public school systems. The following information shall be provided for each organization listed under this subsection:
    - Organization name and the name, title, address and telephone number of a responsible contact person
    - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframes. If not please explain.
    - For each project, the gross cost of the agreement
  - iv. Personnel Listing. Each Proposer shall provide a complete listing of the key personnel anticipated to be assigned to this project by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.



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3. Proposals may, at Proposer's discretion, contain the following:

- a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

**I. Evaluation of Proposals; Selection Process**

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

- a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

**J. Rights Reserved to The City**

- a. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

**K. Federal, State and Local Employment Requirement – NOT APPLICABLE**

Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and



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Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

**L. State Set-Aside Requirements – NOT APPLICABLE**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**M. Insurance Requirements**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

At no additional cost to the City, the Successful Proposer shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

**General Liability:**

**\$1,000,000 each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/ Completed Operations Aggregate**

**Auto Liability:**

**\$1,000,000 Combined Single Limit each Accident**



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**Any Auto, All Owned and Hired Autos**

**Workers Compensation:**    **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$1,000,000 EL each Accident**  
   **\$1,000,000 EL Disease each Employee**  
   **\$1,000,000 EL Disease Policy Limits**

**Professional Liability/E&O:**    **\$1,000,000 each Wrongful Act**  
   **\$1,000,000 Aggregate**

**Excess/ Umbrella Liability:** **\$1,000,000 each Occurrence**  
   **\$1,000,000 Aggregate**

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

**The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

Failure to Maintain Insurance: In the event the Successful Proposer fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Successful Proposer's invoices for the cost of said insurance.

Cancellation: The City of Waterbury shall receive written notice of cancellation from the Successful Proposer at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers' Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.



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No later than thirty (30) calendar days after Successful Proposer receipt, the Successful Proposer shall deliver to the City a copy of the Successful Proposer's insurance policies, endorsements, and riders.

**N. City of Waterbury Contract Form/RFP Documents**

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", "Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal" as the context so requires.

**O. Performance/Payment Bonds – NOT APPLICABLE**

Proposer's attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

**P. Proposal Security – NOT APPLICABLE**

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

**Q. Prevailing Wages – NOT APPLICABLE**

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder's attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

**END OF SECTION**



**CITY OF WATERBURY  
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**RFP # 7189  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20\_\_)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY  
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**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



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**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



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1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name and Title of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_



### CORPORATE RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

"It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Secretary



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of \_\_\_\_\_

SS.: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** \_\_\_\_\_ of \_\_\_\_\_ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

\_\_\_\_\_ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

### Address of Business

being duly sworn,

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

**For Corporation**

Name of Corporate Signatory

Affix  
Corporate  
Seal

Its: \_\_\_\_\_  
Title \_\_\_\_\_



State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)



## LIMITED LIABILITY COMPANY RESOLUTION

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Manager/Member



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT B**

**CITY OF WATERBURY CONTRACT FORM**



PROFESSIONAL SERVICES AGREEMENT

RFP No. 7189

For

Architectural / Engineering Design Services For Sprague Elementary  
School, Kennedy High School and B.W. Tinker Elementary School Roof  
Replacement

between

The City of Waterbury, Connecticut  
and

---

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and \_\_\_\_\_, located at \_\_\_\_\_, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7189 for architectural / engineering design services for Sprague Elementary School, Kennedy High School and B.W. Tinker Elementary School roof replacement; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7189; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions



or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide architectural / engineering design services for Sprague Elementary School, Kennedy High School and B.W. Tinker Elementary School roof replacement as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No. 7189 (attached hereto)
- 1.1.2 \_\_\_\_\_ Cost Proposal dated \_\_\_\_\_ (attached hereto)
- 1.1.3 \_\_\_\_\_ Response to RFP No. 7189 attached hereto
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses
- 1.1.8 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 \_\_\_\_\_ Proposal dated \_\_\_\_\_ .
- 1.2.3 \_\_\_\_\_ Response to RFP No. 7189 attached hereto
- 1.2.4 The City's solicitation documents, RFP No. 7189.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

- 2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual



relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from



accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;



3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a \_\_\_\_\_ Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.



**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate June 2023 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

#### **INSERT COMPENSATION TERMS**

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.



**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7189 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this



Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the



commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act. **\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:  
EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of



cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.



**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is



implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the



Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.



#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services,



equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7189** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7189**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

Print name:

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print name:

Date: \_\_\_\_\_

**WITNESSES:**

Sign: \_\_\_\_\_

Print name:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Print name:

Date: \_\_\_\_\_



ATTACHMENT A

1. The City's solicitation documents, RFP No.7189 (attached hereto)
2. Bidder's Revised Cost Proposal dated \_\_\_\_\_, (attached hereto)
3. Bidder's Response to RFP No. 7189 attached hereto
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**  
dated June 2021



Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs,



activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.



- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT C**

**Non-collusion and Acknowledgement Affidavit of the Proposer**

**(Must be submitted as part of Proposal)**

**KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 \_\_\_\_\_ 4 \_\_\_\_\_

2 \_\_\_\_\_ 5 \_\_\_\_\_

3 \_\_\_\_\_ 6 \_\_\_\_\_



**CITY OF WATERBURY  
BOARD OF EDUCATION**

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

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Business Address: \_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
Phone: \_\_\_\_\_

Date: \_\_\_\_\_

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

**END OF ATTACHMENT C**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date: \_\_\_\_\_

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

\_\_\_\_\_  
(Print or Type Company/Corporate Name)

\_\_\_\_\_  
(Print or Type Business Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**PRICE PROPOSAL**

DATE: \_\_\_\_\_

FIRM: \_\_\_\_\_

Project: Architectural / Engineering Design Services

RFP # 7189

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this RFP. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well. The fee proposal shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission.

Design Phase	Auditorium Upgrades		
	Kennedy	Sprague	Tinker
Pre-Design/Schematic Design/Design Development	\$ _____	\$ _____	\$ _____
Construction Documents	\$ _____	\$ _____	\$ _____
Bid Support	\$ _____	\$ _____	\$ _____
Construction Administration & Project Closeout	\$ _____	\$ _____	\$ _____
<b>Subtotal - All Above</b>	\$ _____	\$ _____	\$ _____
Contingency - 10%	\$ _____	\$ _____	\$ _____
<b>Total Design Fees for Project</b>	\$ _____	\$ _____	\$ _____



**CITY OF WATERBURY  
BOARD OF EDUCATION**

	<b>Hourly Billing Rates</b>	<b>Hourly Rate</b>
1	Principal Architect/Engineer	
2	Senior Project Manager	
3	Project Manager	
4	Senior Architect/Engineer	
5	Project Architect/Engineer	
6	Job Captain	
7	Staff Architect/Engineer	
8	Senior Designer	
9	Designer	
10	CADD Operator	
11	Senior Construction Manager	
12	Senior Construction Administrator	
13	Construction Administrator	
14	Project Coordinator	
15	Construction Coordinator	
16	Administrative Assistant	

**END OF ATTACHMENT D**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

**NAME:** \_\_\_\_\_

**BUSINESS NAME:** \_\_\_\_\_ (        ) Corporation

(        ) Partnership

**OFFICE ADDRESS:** \_\_\_\_\_ (        ) Individual

(        ) Joint Venture

(        ) Other \_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**BUSINESS TELEPHONE NUMBER:** \_\_\_\_\_

**BUSINESS FAX NUMBER:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

\_\_\_\_\_

2. How many years has your organization been in business under its present business name?

\_\_\_\_\_

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President/Member: \_\_\_\_\_

Vice Presidents/Members: \_\_\_\_\_

Secretary/Member: \_\_\_\_\_

Treasurer/Member: \_\_\_\_\_



**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Operation: \_\_\_\_\_

Officers and Titles:

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5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

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NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

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**CITY OF WATERBURY  
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

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8. List your major equipment available for this contract.

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9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

_____ (Title)	_____ (Name / Telephone Number)
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_____ (Title)	_____ (Name / Telephone Number)
------------------	------------------------------------

_____ (Title)	_____ (Name / Telephone Number)
------------------	------------------------------------



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

10. Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Contractor:

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_

(Print and sign name of duly authorized principal)

Title:

\_\_\_\_\_

**END OF ATTACHMENT E**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT F  
Scope of Services**

**GENERAL DESCRIPTION**

**I. Scope of Projects**

**1. Project - School Roof Assessment and Repair:**

**a. Anticipated Project Scope:**

Tinker Elementary School located at 809 Highland Avenue, Waterbury, CT 06708 – Assess roof deterioration of approximately 28,000 square feet of flat bituminous and EPDM roofs and report on recommended action.

Sprague Elementary School located at 1443 Thomaston Avenue, Waterbury, CT 06704 – Assess roof deterioration of approximately 41,000 square feet of flat bituminous and EPDM roofs and report on recommended action.

Kennedy High School located at 422 Highland Avenue, Waterbury, CT 06708 – Assess roof deterioration of approximately 125,000 square feet of flat bituminous and EPDM roofs and report on recommended action.

Once a complete scope of work is determined at each school, manage its implementation via Design Services listed below.

All work to be coordinated and performed outside of school operating hours. It is assumed that the construction duration will begin at the end of the current school year and completed prior to the beginning of the following school year.

**II. Scope of Design Services**

**1) Project Administration and Management Services**

**1. Project Administration services consisting of administrative function including:**

- Consultation
- Research
- Conferences
- Communications
- Travel Time
- Direction of the work of in-house architectural personnel

**2. Discipline Coordination/Document Checking:**

- Coordination of the architect's work and the work of engineering and other disciplines involved in the Project
- Review and checking of documents prepared for the Project by the architect and the architect's consultants

**3. Agency Consulting/Review/Approval**

- Agency Consultations
- Research of critical applicable regulations
- Preparation of written and graphical explanatory materials
- Appearances on the Owner's behalf at agency and community meetings (if required)
- Planning boards (Building Committee's)
- User Organizations



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BOARD OF EDUCATION**

4. Owner Supplied Data Coordination, including:
  - Review and coordination of data furnished for the projects as a responsibility of the Owner
  - Assistance in establishing criteria
  - Assistance in obtaining data, including, documentation of existing conditions
5. Schedule Development/Monitoring Services, including:
  - Establishment of initial schedule for architectural services, decision making, design, documentation, contracting, and construction based on determination of scope of Architectural services
  - Review and update of previously established schedules during subsequent phases
6. Presentation services consisting of presentations and recommendations by the architect to the following client representatives:
  - Owner and Owner's Representatives
  - Building Committee's
  - Staff Committee's
  - User Groups

**2) Pre-Design Services**

1. Programming Services consisting of consultation to establish and document the following detailed requirements for the project:
  - Design objectives, limitations, and criteria
  - Operating procedure
  - Security
  - Communication relationships
2. Existing Facilities Surveys consisting of researching, assembling, and supplementing information for projects involving alterations and additions to existing facilities:
  - Photography
  - Field measurements
  - Review of existing design data
  - Analysis of existing structural capabilities
  - Analysis of existing mechanical (plumbing, fire protection, HVAC) concerning roof penetrations)
  - Review of existing drawings for critical inaccuracies and the development of required measured drawings.
  - Analysis of Hazmat implications to Project. Manage inspections, testing, and reports to be implemented into the project if determined to be required.

**3) Site Development Services**

1. Site Analysis consisting of:
  - On site observations
  - Overall site analysis
  - Analysis of deed, zoning, and other legal restrictions (if required)



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**4) Architectural Design / Documentation**

1. During the Schematic Design Phase, responding to program requirements and preparing:
  - Review of Project's Program and Budget.
  - Preliminary roof plans, building sections, and roof details
  - Outline specification with narrative of building systems and materials.
2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the scope, relationships, forms, size and appearance of the Project through:
  - Plans, and sections
  - Typical construction details
  - Final material selections
  - Specifications
  - Equipment layouts.
3. During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

**5) Mechanical Design / Documentation**

1. During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions in narrative form for maintaining the infrastructure for:
  - Heating and ventilation
  - Air conditioning
  - Fire protection
  - General space requirements.
2. During the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of Specifications or materials lists to establish:
  - Basic mechanical system protection plans with equipment layouts
  - Equipment layout
  - Equipment schedule depicting size and coordination details for roof work impacts
  - Mechanical curb, and penetration flashing details
3. During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.



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**6) Special Design / Documentation**

1. Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work based upon current market conditions and supply demand for insulation, fasteners, and roofing systems.
2. Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
3. Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work.
4. Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions for the Work.
5. Preparation of School Construction documentation and forms for Pre-Bid Conference Review (PCR)

**7) Materials Research / Specifications**

1. During the Schematic Design Phase consisting of:
  - Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
  - Investigation of availability and suitability of alternative architectural materials, systems and equipment
2. During the Design Development Phase consisting of activities by in-house architectural personnel in:
  - Development of architectural Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
  - Coordination of similar activities of other disciplines
  - Production of design manual including design criteria and Specifications or material lists
3. During the Contract Documents Phase consisting of activities of in-house architectural personnel in:
  - Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
  - Coordination of the development of Specifications by other disciplines
  - Compilation of Project Manual related to design services
  - Assistance to the Owner, as required, related to bidding and procurement information

**8) Bidding Services**

1. Bidding Materials services consisting of organizing and handling Bidding Documents for:
  - Coordination
  - Reproduction
  - Completeness review



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2. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
3. Bidding services consisting of:
  - Participation in pre-bid conferences
  - Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
    - Optional attendance at bid opening(s)
    - Participation in contractor scope review meetings
    - Review and final approval of materials as required for Value Engineering
4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of bids or proposals.

**9) Contract Administration**

1. Submittal Services consisting of:
  - Processing of submittals, including receipt, review of appropriate action on Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents
  - Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.
  - Related communications.
2. Observation Services consisting of:
  - Weekly visits to the site or as otherwise agreed to by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed.
  - Prepare and distribute field observation reports for each site visit, documenting the status of the work and ensuring its accordance with Contract Documents.
3. Supplemental Documentation Services consisting of:
  - Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by the Contractor(s) or the Owner.
  - Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
4. Quotation Request/Change Orders consisting of:
  - Preparation, reproductions and distribution of Drawings and Specifications to describe Work to be added, deleted, or modified.
  - Review and approval of proposals from the Construction Manager / Contractor(s) for reasonableness of quantities and costs of labor and materials.
  - Review and recommendations relative to changes in time for



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Substantial Completion.

5. Contract Cost Accounting Services consisting of:
  - Evaluation of Applications for Payment and certification thereof.
6. Interpretations and Decisions:
  - Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
  - Rendering written decisions within a reasonable time.
7. Project Closeout services initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
  - A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected
  - Determination of the amounts to be withheld until final completion
  - Issuance of Certificate(s) of Substantial Completion
  - Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance
  - Notification to Owner and Contractor of the deficiencies found in follow-up inspection(s), if any
  - Final inspection(s) with the Owner's representative to verify final completion of the Work
  - Issuance of Certificate(s) of Final Completion
8. Record Drawing Services:
  - Making arrangements for obtaining from the Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
  - Review of general accuracy of information submitted and certified by the Contractor(s)
  - Transmittal of record documents and general data, appropriately identified, to the Owner and others as directed
9. Warranty Review:
  - Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty
  - Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager/Contractor(s) for correction of noted defects

**10) Supplemental Services**

1. Special Studies consisting of investigation, research, and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions, and recommendations for:



**CITY OF WATERBURY  
BOARD OF EDUCATION**

- Providing special studies for the Project such as analyzing the existing structure for the presence of hazardous materials.
  - Providing special studies for the Project such as analyzing the existing structure to understand any implications for meeting energy code requirements and building code requirements.
2. Special Discipline Consultation, consisting of retaining, directing, and coordinating the work of special disciplines consultants identified from the following list, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
- Life Safety
  - Lighting
  - Communications
  - Fire Protection
  - Code Interpretation
  - Specifications
  - Security
3. Selective Demolition Services consisting of:
- Preparation of Contract Documents for selective demolition of existing building components.
  - Preparation of Contract Documents for abatement of existing building components if required by Hazmat analysis during Pre-Design Services.
  - Observation services in accordance with contract administration.

**END OF ATTACHMENT F**





SILVER/PETRUCELLI+ASSOCIATES

*Architecture / Engineering / Interior Design*

A/E Design Services for Sprague  
ES, Kennedy HS and Tinker ES  
Roof Replacements  
RFP# 7189`

City of Waterbury  
Waterbury Public Schools

March 22, 2022





SILVER / PETRUCELLI + ASSOCIATES  
*Architects / Engineers / Interior Designers*

March 22, 2022



Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
City Hall Building, Room 103  
235 Grand Street  
Waterbury, CT 06702

Re: Architectural/Engineering Services for School Roof Replacements  
RFP# 7189  
SP+A Project No. 22.059

Dear Mr. McCaffery:

Silver / Petrucelli & Associates (S/P+A) is proud of our service to the City of Waterbury and is excited to work with Waterbury Public Schools on this project.

Most recently we completed the fit-out of the school-wide commissary. We've designed system-wide security improvements at several schools and completed a site selection study for a new K-8 school in Waterbury's east end. Our team designed renovations to the science classrooms at Wilby High School and to the Alternative High School and completed conceptual designs for Kennedy High School. In addition to our on-call A/E contracts with the City and Waterbury Housing Authority, our engineers designed generator replacements, school lockdown systems and mechanical improvements at the rec centers and the PAL. We've also completed interior renovations at the Silas Bronson Library and provided engineering support for Library Park.

Silver / Petrucelli's roofing portfolio encompasses over 8 million square feet throughout Connecticut and includes the communities of Bridgeport, Wallingford, Putnam, Region 19, Watertown and Danbury. Our extensive knowledge of products and application means we can recommend the appropriate type of roof to ensure that the building's integrity is not compromised by moisture infiltration. The firm has served as on-call roofing consultants to the Department of Construction Services for nearly a decade where we successfully demonstrated our ability to develop responsive, budget-controlled projects. We were recently re-selected for this multi-year contract.



*We designed the roof replacement and PV system on E.O. Smith High School in Mansfield.*

We understand that educational facilities require ongoing maintenance to keep them up to date and in service. The need to schedule construction around school hours or while on summer break is critical in many projects. Our full range of disciplines are coordinated in these projects to ensure as little disruption to students and faculty as possible.



City of Waterbury  
March 22, 2022  
Page Two

An integrated **in-house** team of architects, roofing designers, M/E/P/FP engineers, interior designers, specifications writers, code consultants and construction administrators creates great momentum in reaching project goals. And, having these skill sets in-house results in a tightly coordinated set of construction documents.

Silver / Petrucelli + Associates is supported by leading edge computing and workplace technology for design, programming, drawing documentation and production, project management, scheduling, specification, and construction administration. Advanced 3D technologies such as Revit and virtual reality, are fully integrated in house to enhance conceptual design planning.

We look forward to continuing our work in Waterbury and for Waterbury Public Schools. Thank you for the opportunity to respond. Please feel free to contact me with any questions via phone at 203-230-9007 x206 or email at [bsilver@silverpetrucelli.com](mailto:bsilver@silverpetrucelli.com). Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. R. Silver', with a long, sweeping horizontal line extending to the right.

William R. Silver, AIA  
President





SILVER / PETRUCELLI + ASSOCIATES

*Architects / Engineers / Interior Designers*

# ***City of Waterbury Architectural/Engineering Design Services School Roof Replacements***

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*Attachment D is submitted under separate cover per the RFP.*



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

**NAME:** William R. Silver

**BUSINESS NAME:** Silver, Petrucelli & Associates, Inc. ( ☒ ) Corporation

( ☐ ) Partnership

**OFFICE ADDRESS:** 3190 Whitney Avenue ( ☐ ) Individual

Hamden, CT 06518 ( ☐ ) Joint Venture

( ☐ ) Other \_\_\_\_\_

**PRINCIPAL OFFICE:** Yes

**BUSINESS TELEPHONE NUMBER:** 203-230-9007

**BUSINESS FAX NUMBER:** 203-230-8247

**BUSINESS EMAIL ADDRESS:** bsilver@silverpetrucelli.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business? 30

2. How many years has your organization been in business under its present business name? 30

3. If a Corporation OR LLC, answer the following:

**Date of Incorporation:** October 1, 1991

**State of Incorporation:** CT

**President/Member:** William R. Silver

**Vice Presidents/Members:** Dean A. Petrucelli

**Secretary/Member:** Robert R. Banning

**Treasurer/Member:** David J. Stein



**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Operation: \_\_\_\_\_

Officers and Titles:

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5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

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Norfolk Fire House, \$7M, December 2023

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Hinsdale Elementary School, \$16.8M, August, 2022

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Highwatch Recovery Center, \$10.4M, September 2022

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Wickham Library, \$4M, August 2022

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Burns Latino Studies Academy, \$47M, August 2023

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North Branford Police Department, \$7M, December 2022

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New London Community/Rec Center, \$22M, June 2024

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NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?    No

If YES, please explain circumstance(s):

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**CITY OF WATERBURY  
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

None

8. List your major equipment available for this contract.

S/P+A uses AutoDesk Building Design Suite Premium and Revit for design, Masterspec software for specifications and Adobe products and Microsoft Office suite for other documents. We maintain a high-speed data connection and run Revit 360 for fast communication between design team members and the project owners.

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

(Title)	(Name / Telephone Number)
---------	---------------------------

(Title)	(Name / Telephone Number)
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(Title)	(Name / Telephone Number)
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**CITY OF WATERBURY  
BOARD OF EDUCATION**

**The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

10. Dated at Hamden this 17th day of March, 2022

Name of Contractor:

Silver, Petrucelli & Associates, Inc.

By:

  
William R. Silver

(Print and sign name of duly authorized principal)

Title: President

**END OF ATTACHMENT E**



## PROJECT APPROACH

### Schematic Design

1. We will review the roof replacement program requirements with you, verifying the basic requirements for roofing systems on each school. Unique environmental requirements, including service traffic and future equipment will also be reviewed.
2. We verify existing conditions including the roof decking and sheathing, roof penetrations and other special conditions. We will coordinate our work with the City's haz mat consultant.
3. After our field investigations, schematic documents will include alternative systems for the City's review and selection, outline specifications and our recommendations for further development of the project. We will prepare an opinion of probable construction cost for your review and use.
4. The estimate will be updated in the same CSI format for the various trade sections, from Divisions 1 thru 42. We will also discuss and quantify the soft costs, bid alternates and options and also the construction sequencing and phasing for the project.
5. After the City's approval of the schematic designs, we will prepare detailed plans, schedules, phasing plans, details and specifications, as well as updated estimates and ineligible cost worksheets for the committee's review and comment. We will be developing the roofing systems specifications to detail the special warranty requirements as well as any special needs that are dictated by the City's Building and Fire Officials after reviewing the project with them.



### Design and Specifications

1. With your authorization to proceed, we will document equipment and drainage patterns on the base roof plans and then prepare construction documents, including plans, sections, details, schedules and specifications, suitable for competitive bidding and per standards established by the City.
2. Once the construction documents have been quality reviewed in our office, we will issue the 95% complete drawings to you for review distribution and comment. We will also respond to any comments from Factory Mutual or comparable underwriting loss company, if required by the City of Waterbury.
3. We will incorporate the front-end specifications that are prepared by the City and we will coordinate the preparation of the table of contents, work narrative, list of drawings and schedule expectations.
4. We have successfully lead numerous equally-sized projects in the local approval process for the review of the construction documents, meeting with the Building, Fire and Health officials to secure their approval of the project. We will respond to the officials' inquiries for additional information and make reasonable revisions to the drawings that may be required to conform to building, fire and health codes.





5. Once the documents have been reviewed and approved, we will revise the plans to complete the construction documents, submitting the originals to the City of Waterbury for bid set printing, if necessary.

### **Bid Phase Services**

1. We will assist the City and Board of Ed during the bid period by responding to contractor's inquiries and requests for additional information or approval of material substitutions.
2. Addenda will be prepared as required to clarify the scope of the work and specifications of material, products and the execution of the work.
3. We will attend and direct the pre-bid meeting with the contractors.
4. We will review the bid proposals scanned to us, checking the contractor's references and work experience, as well as verifying the completeness of the bid submissions.
5. If requested, we will submit our recommendation for award of the contract.

### **Construction Administration Phase**

We will tailor our construction administration services as required to provide the full range of services requested in the Request for Proposal. Our services will include:

- ▶ Shop drawing review and approval
- ▶ Design modifications and sketch preparation
- ▶ Requisition review and approval
- ▶ Job coordination and progress meetings
- ▶ Contract interpretation and response to inquiries
- ▶ Periodic site visits to assure quality standards are being met and general conformity to the construction documents
- ▶ Change order preparation and review
- ▶ Punch list and contract closeout



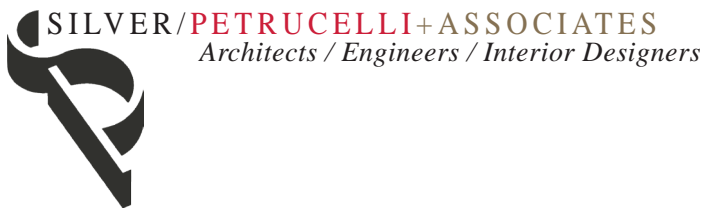
Because Silver / Petrucelli has a full-time construction administration department, we may designate a dedicated Construction Administrator during design to act as the point person for all correspondence and documents as well as a liaison between the City and the contractor. Having one dedicated individual handling all correspondence allows for ease of communication, as all involved parties know whom to go to for answers.

Initial submission of shop drawings and RFIs will be by e-mail to our construction administrator who will log them in and distribute them to the appropriate persons. Finalized documents (e.g., approved shop drawings, completed RFIs, progress meeting notes, field reports, and field changes) will be transmitted either by paper or electronically via PDF. The Construction Administrator will also handle all construction progress meeting minutes, sending out for review by all parties prior to official record acceptance.

### **Audit and Close Out**

We will assist Waterbury Public Schools with the closeout of the project working with the local building officials to certify the project as complete and compliant with the terms of the permit. If the City prefers, we usually offer 22 month warranty walks coordinated with the roofing systems manufacturer to obtain the best value for the City, requiring the contractor(s) to make adjustments or repairs of systems before the roof manufacturer takes over the warranty for the next 18 to 23 years/





Silver / Petrucelli + Associates (S/P+A) is an architecture, engineering and interior design collaborative headquartered in Hamden with an active office in New London since 2018. We have been providing services in Connecticut since 1991. From our most treasured historic buildings to state-of-the-art learning facilities and modern workspaces, the firm takes a practical architecture and progressive design approach to each project.

Projects include new construction, renovate-as-new, expansion, repair and renovation, code conformance improvements, building system modifications and window/door and roof replacements. Work scopes range from programming through post-construction and advanced technologies are fully integrated in house to enhance both design and construction. The firm is committed to sustainability and LEED-inspired design solutions that are environmentally responsive and resource efficient.

We are proud of our strong performance under long-term, on-call assignments where we have effectively demonstrated our design diversity, estimating acuity, and responsiveness under more than 40 such agreements including repeat awards from the Connecticut Department of Construction Services, CT Department of Justice, U.S. Navy, United States Postal Service (USPS) and the University of Connecticut.

We believe diverse and balanced design teams deliver the smoothest projects. Our project teams are a mix of experience levels representing each generational group from their 20's to 60's. By effectively leveraging the diversity in our experience, our projects benefit from a balance of knowledge sharing and new and proven design techniques.

Project assignments have been completed in every county and nearly every town and city in Connecticut, with a geographic reach that includes Massachusetts, Rhode Island, New York and other mid-Atlantic states.



#### Architecture

- Feasibility Studies & Building Assessments
- Architectural Design
- Sustainable Design
- Historic Preservation
- Adaptive Reuse
- Construction Administration
- Grant Assistance

#### Interior Design

- Space Planning
- Programming
- Casework Elevations and Detailing
- Floor Pattern Planning
- Finish Selection (paint, flooring, ceilings)
- FF&E Inventory
- FF&E Specification

#### Engineering

- Mechanical Engineering
- Electrical Engineering
- Plumbing/Fire Protection Engineering
- Geothermal System Design
- Utility Rebate Assistance
- Energy Analysis and Audit
- Life-Cycle Analysis

#### Leadership

- William R. Silver, AIA, Principal
- Dean A. Petrucelli, AIA, Principal
- David A. Stein, AIA, Principal
- Robert R. Banning, P.E., Principal
- Christopher T. Nardi, AIA, Principal
- Amanda M. Cleveland, NCIDQ, Principal
- Paul E. Jorgensen, AIA, Associate

## AWARDS

### James Blackstone Memorial Library, Branford, CT

CT Preservation Award of Merit (2020)  
CT Building Congress Small Civic Category  
First-Place Project Team Award (2020)



### West Shore Middle School, Milford, CT

CT Building Congress Project Team Award  
K-12 Schools (2019)

### Enfield High School Additions and Renovations

Best Projects Award of Merit - K-12 Education  
Engineering New Record New England (2018)

### Eckersley Hall Senior Center, Middletown, CT

U.S. Green Building Council LEED Silver (2018)

### Ferguson Library, Stamford, CT

CT Trust for Historic Preservation Merit Award (2017)

### Fire Headquarters, Branford, CT

U.S. Green Building Council LEED Silver (2015)  
Station Style Design Honorable Mention (2013)

### Fire Station #5, East Hartford, CT

U.S. Green Building Council LEED Gold (2013)  
U.S. Green Building Council (CT) Merit Award (2011)

### Stratfield Elementary School, Fairfield, CT

CT Building Congress Project Team Award of Merit  
(2012) & Associated Builders and Contractors Excellence  
in Construction Award (2011)

### Fire Headquarters, Woodbridge, CT

UI Energy Conscious Blueprint Award (2011)

### Kleen Energy Water Supply, Middletown, CT

CT Society of Civil Engineers (CSCE) section  
of the American Society of Civil Engineers (ASCE)  
Water Resource/Environmental ACE Award (2011)

### People's United Bank, Fairfield, CT

Fairfield, Connecticut Chamber of Commerce  
Visual Improvement Citation Award (2006)

### First United Church of Christ, Milford, CT

CT Trust for Historic Preservation  
Honorable Mention (1991)





State of Connecticut  
Department of Administrative Services  
Supplier Diversity Program

*This Certifies*      **Silver Petrucelli & Associates, Inc.**

3190 Whitney Avenue Hamden CT 06518

*As a*      *Small Business Enterprise*  
*August 29, 2021 through August 29, 2023*

Owner(s): Amanda Cleveland, NCIDQ; Christopher T. Nardi, AIA; David J. Stein, AIA; Dean A. Petrucelli, AIA; Robert R. Banning, P.E.; William R. Silver, AIA

Contact: Denise LaRosa      Telephone: 2032309007 Ext: 240      FAX:  
E-Mail: [dlarosa@silverpetrucelli.com](mailto:dlarosa@silverpetrucelli.com)      Web Address: [www.silverpetrucelli.com](http://www.silverpetrucelli.com)

\*\*Affiliate Companies:

*Meg Yetishofsky*      *Stanley Kantor*  
Supplier Diversity Director      Supplier Diversity Specialist

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





## Representative Roof Replacement & Masonry Restoration Experience – Last 5 Years

Project Name & Location	Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Sound School Foote Building 50 Loomis Place New Haven, CT	2022	Roof Replacement	\$538,000	Paul Jorgensen Ken Linsley Dean Petrucci	Thomas Lamb, COO New Haven Public Schools	TBD
Mansfield Middle School 205 Spring Hill Road Storrs, CT	2022	Roof replacement of 90,000 s.f., roof hatch and PV system	\$1,804,415	Paul Jorgensen Ken Linsley Michael Chambers	Allen Corson Director of Facilities Mgmt 860-429-3336	Imperial Roofing Bruce Raulukaitis 860-632-2258
Wilbert Snow School 299 Wadsworth Street Middletown, CT	2021	Roof replacement, 65,571 s.f. and PV analysis	TBD	Paul Jorgensen Ken Linsley	Chris Puorro 860-638-1426	TBD
Farm Hill Elementary School 390 Ridge Road Middletown, CT	2021	Roof replacement, 46,630 s.f. and PV analysis	\$677,000	Paul Jorgensen Ken Linsley	Chris Puorro 860-638-1426	Young Developers William Cushman 888-503-5908
Burr Elementary School 1960 Burr Street Fairfield, CT	2021	The first of multiple school roof replacements over multiple years 47,200 s.f.	TBD	David Stein Ken Linsley Paul Jorgensen	Lee Flaherty Town of Fairfield 203-256-3060	Silktown Roofing John Morrissey 203-735-0552
Saugatuck Elementary School 170 Riverside Avenue Westport, CT	2021	Roof replacement 56,725 s.f.	TBD	Dean Petrucci Ken Linsley Bob Banning	Eric Longo Westport Public Schools 203-341-1001	Greenwood Industries Steve Kerr 860-865-4040
Center Elementary School 12 Old Farms Road Willington, CT	2021	Partial roof replacement, 22,200 s.f.	TBD	Dean Petrucci Ken Linsley Bob Banning	Phil Stevens Superintendent 860-429-9367	TBD
Hall Memorial School 111 River Road Willington, CT	2021	Full replacement, 35,200 s.f., a combination of flat and shingle roofs	TBD	Dean Petrucci Ken Linsley Bob Banning	Phil Stevens Superintendent 860-429-9367	TBD
Sports & Medical Academy 280 Huyshope Avenue Hartford, CT	2021	Removal and replacement, 25,000 s.f.	TBD	Chris Nardi Ken Linsley Bob Banning	Susan Shepard Project Manager 860-604-8505	Silktown Roofing John Morrissey 203-735-0552





***Representative Roof Replacement &  
Masonry Restoration Experience – Last 5 Years***

Project Name & Location	Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
West Woods School 350 West Todd Street Hamden, CT	2021	Roof replacement, 81,000 s.f. and window replacement throughout	TBD	Bill Silver Ken Linsley Dean Petrucelli	John Cross Director of Facilities 203-407-2244	TBD
Dunbar Hill School 315 Lane Street Hamden, CT	2021	Roof replacement, 51,000 s.f. and 15 window replacements	TBD	Bill Silver Ken Linsley Dean Petrucelli	John Cross Director of Facilities 203-407-2244	TBD
Manchester High School 134 Middle Turnpike East Manchester, CT	2021	Roof Replacement, 22,300 s.f. and PV	\$589,000	David Stein Dean Petrucelli Ken Linsley	Scott Shanley General Manager 860-647-3123	TBD
Public Works Department 33 Collis Street West Haven, CT	2020	Roof replacement 9,360 s.f.	\$192,500	Dean Petrucelli Ken Linsley	Doug Colter Grants Administrator 203-937-3620	Greenwood Industries Steve Kerr 860-865-4040
New Milford Town Hall 10 Main Street New Milford, CT	2020	Roof replacement study followed by selection for design through CA, 11,584 s.f.	\$571,000	Dean Petrucelli Ken Linsley	Robert Beebe, Chairman 860-355-6010	Alden Bailey Restoration 888-291-7126
New Milford High School 388 Danbury Road New Milford, CT	2020	Roof replacement study followed by selection for design through CA, 180,847 s.f.	\$3,843,564	Dean Petrucelli Ken Linsley	Robert Beebe, Chairman 860-355-6010	United Roofing David Lucchesi 475-289-3000
Jonathan Law HS 20 Lansdale Milford, CT	2020	Partial roof replacement, 36,709 s.f.	\$695,000	Bill Silver Paul Jorgensen	Pat Bradbury Director of Facilities 203-783-3432	Young Developers William Cushman 888-503-5908
Naugatuck High School 543 Rubber Avenue Naugatuck, CT	2019	PV Removal & Roof replacement, 220,000 s.f.	\$9,054,538	Dean Petrucelli Paul Jorgensen	James Stewart PE Director of Public Works 203-720-7071	G.L. Capasso Carmine Capso 203-469-2810
E.O Smith HS Region 19 Schools Mansfield, CT	2019	Roof Replacement, 210,900 s.f. including skylights	\$4,341,000	Dean Petrucelli Ken Linsley	Dennis Stanavage Facilities Director 860-487-2215	Greenwood Industries Steve Kerr 860-865-4040





## Representative Roof Replacement & Masonry Restoration Experience – Last 5 Years

Project Name & Location	Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Town of Glastonbury 2143 Main Street Glastonbury, CT	2019	School-system wide roofing study; 10 schools, 1,033,000 s.f.	\$19,399,500 estimate	Dean Petrucci Ken Linsley	David Sacchitella Building Superintendent 860-652-7706	Study
Cornerstone Aquatic Center 55 Buena Vista Rd. West Hartford, CT	2019	Partial roof replacement over pool 27,782 s.f.	\$853,452	Dean Petrucci Ken Linsley	Mike Longo Facilities Manager 860-561-7470	Silktown Roofing John Morrissey 203-735-0552
Town of Windham Public Safety Complex Windham, CT	2019	Roof Replacement, 19, 212 s.f.	\$388,000	Paul Jorgensen Ken Linsley	Joe Gardner Town Engineer 860-465-3043	Silktown Roofing John Morrissey 203-735-0552
City Hill Middle School 441 City Hill Street Naugatuck, CT	2019	55,000 s.f. roof replacement	\$1,166,000	Dean Petrucci Ken Linsley	Robert Butler, Controller Borough of Naugatuck 203-720-7027	Young Developers William Cushman 888-503-5908
West Side Middle School 483 Chase Parkway Waterbury, CT	2018	75,663 s.f. roof replacement	\$1,417,000	Dean Petrucci Ken Linsley	Mark Sedensky O&G Project Management 860-479-5961	Silktown Roofing John Morrissey 203-735-0552
Sbona Towers 40 Broad Street Middletown, CT	2018	Roof and Balcony Replacement	\$393,000	Dean Petrucci Ken Linsley	John Rumberger Middletown Housing Auth. 860-346-8671	MA&M (dba Aresco Construction Joe Aresco 860-346-6621
Norwalk Community College 188 Richards Avenue Norwalk, CT	2018	Replacement of 53,565 s.f. Phases 2, 3, 4	\$1,989,800	David Stein Ken Linsley	David Suprenant CT DCS Project Manager 860-713-5727	Young Developers William Cushman 888-503-5908
State Record Center & Library for the Blind & Physically Handicapped Rocky Hill, CT	2018	Replacement of 28,476 s.f.	\$816,000	Dean Petrucci Ken Linsley	David Busanet Bldg & Contracts Manager 860-713-5783	Silktown Roofing John Morrissey 203-735-0552
City of Bristol Water Department Water Filtration Plant Bristol, CT	2018	Replacement of 28,000 s.f. EPDM roof including drain assemblies and masonry repairs	\$735,200	Dean Petrucci Ken Linsley Rebecca Bouchard	Roger Rousseau Purchasing Agent 860-584-6195	Silktown Roofing John Morrissey 203-735-0552





***Representative Roof Replacement &  
Masonry Restoration Experience – Last 5 Years***

<b>Project Name &amp; Location</b>	<b>Year</b>	<b>Type of Project</b>	<b>Budget or Construction Cost</b>	<b>Employees</b>	<b>Owner</b>	<b>Contractor</b>
Region 17 Haddam Killingworth HS 95 Little City Road Higganum, CT	2017	Partial Roof Replacement, 130,000 s.f.	\$2,078,500	Dean Petrucelli Ken Linsley Bill Silver	Martha Vaughn Dir. Of Fiscal Operations 860-345-4534	Silktown Roofing John Morrissey 203-735-0552
Armory Building 5 State Street Ansonia, CT	2017	Masonry repairs and restoration	\$387,300	Dean Petrucelli Ryan Glick	Sheila O'Malley Ec. Development Director 203-736-5930	G.L. Capasso Carmine Capasso 203-469-2810
Chippens Hill Middle School 551 Peacedale Street Bristol, CT	2017	EPDM roof replacement, 82,000 s.f., including roof drains and masonry repairs	\$1,284,000	Dean Petrucelli Ken Linsley	Timothy Callahan Project Manager 860-584-6100	Silktown Roofing John Morrissey 203-735-0552





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*Architects / Engineers / Interior Designers*

## E.O. Smith High School

Mansfield, Connecticut

Project Scope: Roof Replacement & Photovoltaic Design

Project Size: 214,023 s.f. Roof Replacement;  
333kW PV System

Construction Cost: \$6.3 million

Owner: Region 19 Schools



An evaluation of this large roof was completed to recommend the best long-term solution for replacement that could also possibly accommodate a solar photovoltaic system.

Types of roofs:

- 117,000 SQ ft. of modified pitched Bitumen installed in 1985-1987
- 89,500 SQ ft. of buildup ballasted flat roof installed in 1999
- 4,400 SQ ft. of metal roofing 1999

The evaluation also included replacement of Kalwall translucent panels with standing seam insulated panels, sky light removal and investigation of roof snow load and snow drift issues.

The roof was successfully replaced and a 333 kW system designed by our engineers is currently being installed.







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*Architects / Engineers / Interior Designers*

## Bethany Community School

Bethany, Connecticut

Project Scope: Partial Roof Replacement

Project Size: 43,592 SF

Construction Cost: \$542,073

Owner: Bethany Board of Education

Contractor: The Imperial Company



As part of the district's long range plan to continue using the school well into the future, the Board of Education is replacing all nine sections of the roof on Bethany Community School which was put on in 1970.

The areas over the classrooms, cafeteria, gym, library, computer lab and rotunda hallways had been leaking for more than 10 years with regular patching and repairs taking place.

Design services were provided for the portion of roofing over these areas and included temporary removal of rooftop equipment, removal and disposal of hazardous materials, and installation of a new roofing system, gutters and drains. In addition, the canopies in front of the building received a gabled roof that melded with the existing roof.







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## Long Hill & Elizabeth Shelton Elementary Schools

Shelton, Connecticut

Project Scope: Roof Replacement  
Project Size: 53,635 SF & 52,065 SF  
Construction Cost: \$2.35 Million  
Owner: City of Shelton  
Contractor: Allied Restoration



The Long Hill Elementary School is a single story facility built in 1964. The Elizabeth Shelton Elementary School is single story facility built in 1959.

A feasibility study was conducted at each school to develop replacement costs for various roofing systems including recommendations for the use of photovoltaics or other energy recovery systems. The project also involved the investigation of financial assistance programs such as energy initiatives.

The schools received new roofing systems, flashings and drainage network. Both schools had a large number of roof penetrations consisting of mechanical units, vent stacks and skylights.







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## Bassick High School

Bridgeport, Connecticut

Project Scope: Roof Replacement

Project Size: 35,500 SF

Construction Cost: \$1.1 Million

Owner: City of Bridgeport

Contractor: Silktown Roofing



Bassick High School serves approximately 1,000 students in Bridgeport. A portion of the roof installed in 1985 had reached the end of its life and exhibited ongoing leaks, and general wear and tear.

The project required removal of existing roof materials, inspection and abatement of asbestos containing materials. Inspection of roof decking, installation of new decking, flashing and sheet metals was required to obtain a new twenty (20) year warranted roofing system for the district.

Repair to the observatory dome was a unique aspect of this project.







## Multiple Roof Replacements

Canton, Connecticut

Project Scope: Roof Replacement

Project Size: 147,670 SF

Construction Cost: \$3.2 Million

Owner: Town of Canton

Contractor: Imperial Roofing



Voters approved funding for several roof replacement projects at all three school buildings in addition to the community center.

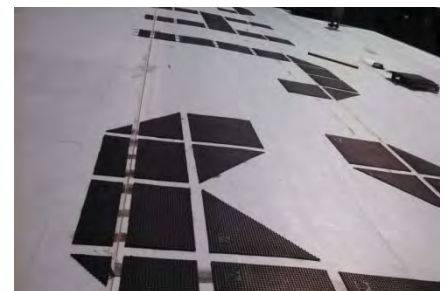
The project involved removal and complete replacement of existing roofing systems including deck repairs, perimeter fascia, gutter systems, skylight replacement on one of the schools, ladders and abatement of hazardous materials.

Design, specifications and construction administration services were provided to the Town as well as assistance in submitting required documentation to the Office of School Grants.

The facilities were:

- Library/Community Center, 21,650 s.f.
- Canton Intermediate School, 23,600 s.f.
- Canton Junior/High School, 62,740 s.f.
- Cherry Brook Primary School, 39,680 s.f.

The project was bid in two phases over two years.







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## Lewin Joel ES & Jared Eliot MS

Clinton, Connecticut

Project Scope: Partial Roof Replacements  
Project Size: 39,300 s.f.  
Construction Cost: \$800,000  
Owner: Town of Clinton  
Contractor: Greenwood Industries & Silktown Roofing



As part of the Town's annual school roofing program, design through construction administration was provided for two roofing projects, completed during the summer.

At Lewin Joel ES, 22,100 sq. ft. of existing ballasted EPDM roofing was replaced with a new fully adhered 30-year EPDM system .

At Jared Eliot MS 14,800 sq. ft. of existing built-up roofing was replaced with a new fully adhered 30 year and 2,400 sq. ft. of existing metal roofing was replaced with a new a new metal roofing system.

Both projects were completed on time for school opening.







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*Architects / Engineers / Interior Designers*

## Haddam – Killingworth High School

Haddam, Connecticut

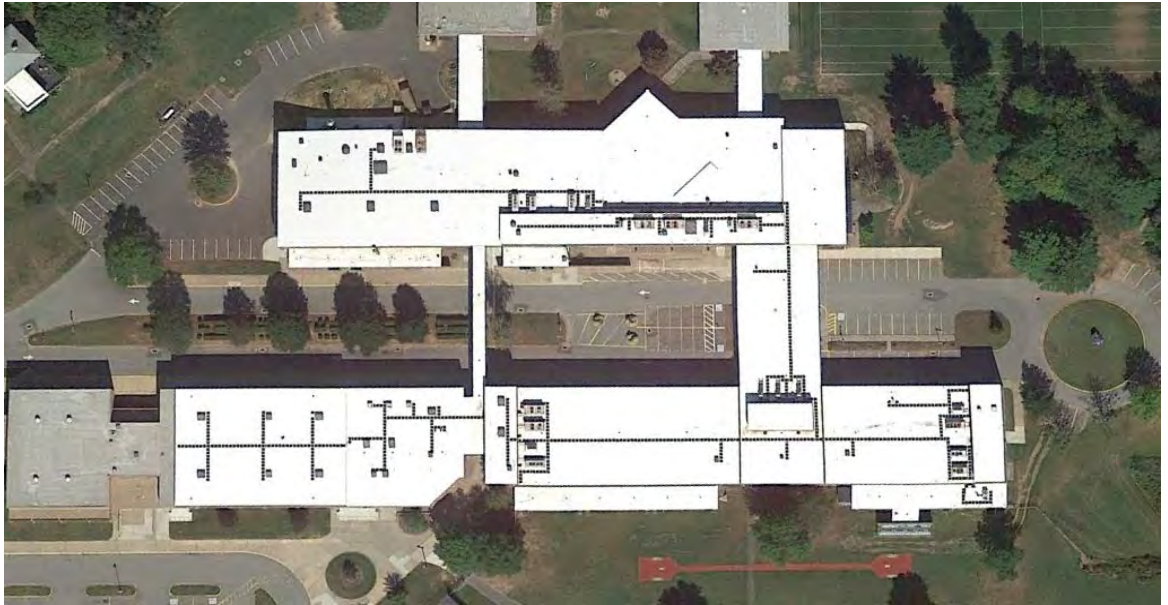
Project Scope: Roof Replacement

Project Size: 135,000 SF

Construction Cost: \$2,078,500

Owner: Region 17 Schools

Contractor: Silktown Roofing



Haddam-Killingworth High School supports a wide range of school and community-based activities. The building is used extensively before and after school for Parks and Recreation programs, HK Youth and Family Services, local dance schools, Boy Scouts, Girl Scouts, Youth Athletics and a host of other community group activities. While the building has been as well maintained as possible, repairs can no longer address the school's physical condition.

The Region developed a plan for the high school's 40-year-old infrastructure that included restoration and replacements to update critical equipment and systems that were at the end of their functional life span.

The plan included replacement of the roof as leaks had spread and led to damaged carpets, ceilings and equipment.





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*Architects / Engineers / Interior Designers*

## Adams Middle School

Guilford, Connecticut

Project Scope: Roof Replacement

Project Size: 14,700 SF

Construction Cost: \$530,000

Owner: Town of Guilford

Contractor: Silktown Roofing



The roofs at the middle school consisted of four sloped slate shingle roofs with a pitch of 5" over 12". These roofs are on the centerpiece 4 story 1930's structure, approximately 40'-0" above grade. The existing Yankee gutters had reached the end of their useful life and were creating water infiltration problems around the school while being difficult for the staff to maintain.

A synthetic slate roof was proposed that would have a longer durable warranty period than conventional asphalt shingles and were not as susceptible to the under-vent degradation that causes premature failure at other roofs.

The slate roof was successfully completed on time during the summer, while the restoration of the cupola with historically appropriate replacement fascias, trim and ornamental work was completed the following summer, with no increase in fees to the Town.







SILVER/**PETRUCELLI**+ASSOCIATES  
*Architects / Engineers / Interior Designers*

## Mill Hill Elementary School

Fairfield, Connecticut

Project Scope: Partial Roof Replacement

Project Size: 14,170 SF

Construction Cost: \$277,000

Owner: Town of Fairfield

Contractor: Silktown Roofing



This project was part of a four-year facilities plan by the Fairfield Board of Education to update many of its older public schools. Other projects at Mill Hill Elementary School included lighting replacement and bathroom renovations.

This fast-tracked project replaced the roofing membranes, insulation and flashing on the school's kindergarten wing and entrance canopy within a very short time frame.

Designs were completed in less than 1 month.

Bidding, award and construction was completed in time for the new school year and required close coordination with contractors to accommodate a rapid 2-month installation schedule.







SILVER/PETRUCELLI+ASSOCIATES  
Architects / Engineers / Interior Designers

## Calvin Leete Elementary School

Guilford, Connecticut

Project Scope: Roof Replacement

Project Size: 23,000 SF

Construction Cost: \$449,000

Owner: Town of Guilford

Contractor: Allied Restoration

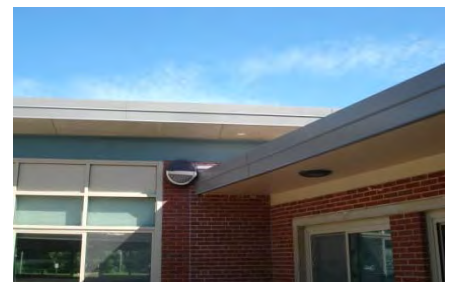


This aging roof system was replaced with a 2-ply modified bituminous roofing membrane with a weather tight cap sheet over tapered insulation achieving a ½"/1'-0" slope with new perimeter metal flashings. Detailed field investigations were completed that determined the small pitched roof required replacement with asphalt shingles over the existing deck and it was drained around the perimeter with new gutters and downspouts.

Designs were completed in less than 3 weeks, and detailed construction document estimating confirmed the scope and cost of the roofs that were prepared by our firm one year earlier in a comprehensive school system wide roof evaluation study.

The eventual competitive bidding brought the project in nearly 10% under budget and reflective of the detailed drawings and specifications that were all understood the same way by the bidding contractors.

The primary roofs were successfully completed on an accelerated schedule and before the children returned to school in the fall, and with only minor change orders.







SILVER/PETRUCELLI+ASSOCIATES  
Architects / Engineers / Interior Designers

## Jonathan Law High School

Milford, Connecticut

Project Scope: Roof Replacement  
Project Size: 106,912 SF  
Construction Cost: \$2.3 Million  
Owner: City of Milford  
Contractor: Silktown Roofing



This high school was built in 1962 and has served the community for nearly 50 years as one of the City's two 9-12 high school facilities.

Many sections of the roof had exceeded their life expectancy of 20 years and required replacement. These roof sections were found over classrooms, the auditorium, the gymnasium, kitchen, media center, technology education spaces and offices.

The aging roof was completely replaced over tapered insulation as necessary to achieve a minimum  $\frac{1}{2}$ "/1'-0" slope with perimeter metal flashing. New interior roof drains that were set for the thicker roof insulations were tied to a new leader system for drainage for the school roof. Affected horizontal roof leaders and new drain bowls were insulated.

Existing interior piped drainage interconnection issues were also corrected under this project. Roof hatches and access doors and conventional rooftop accessories and related equipment were evaluated for replacement or reinstallation.







SILVER/PETRUCELLI+ASSOCIATES  
Architects / Engineers / Interior Designers

## Town-wide School Roof Replacements

Wallingford, Connecticut

Project Scope: Roof Replacement

Project Size: 700,000 SF

Construction Cost: \$13 Million

Owner: Town of Wallingford



The Town of Wallingford chose to re-roof all of its 11 school roofs in one bonding authorization with the work to be scheduled over a two-year period.

Five of the eleven schools were scheduled in the first year. Roofs were replaced with 1/2"/foot sloped roofing comprised of a Modified Bituminous roofing membrane system. Roof drains, smoke hatches and existing skylights were also replaced.

Sheehan High School - 147,714 SF (with PV installation)  
Dag Hammarskjold Middle School - 51,925 SF  
Lyman Hall High School - 164,464 SF (with PV installation)  
Moran Middle School - 46,919 SF  
Stevens Middle School - 43,763 SF

Remaining schools were completed in the second year:

Rock Hill School - 46,731 SF  
Moses Y Beach School - 39,318 SF  
Pond Hill School - 30,833 SF  
Cook Hill School - 39,198 SF  
Highland School - 47,165 SF  
Park Farms School - 39,657 SF

The Town voted unanimously to place photovoltaic panels on the high school roofs. The school superintendent integrated the panels into the science curriculum enabling students to check energy savings online as a means of teaching energy conservation.





## REFERENCES

- Client: *Clinton Public Schools*  
Clinton, CT
- Contact: Gonzalo Carrión  
Director of Buildings & Grounds  
gcarrion@clintonpublic.net; 860-664-6507
- Work Performed: First phase roof replacements on Lewin Joel and Jared Eliot schools; later selected for the next phase at both schools, recently completed.
- Client: *Bridgeport Public Schools*  
Bridgeport School Construction Program  
Bridgeport, CT 06604
- Contact: Larry Schilling, O&G Industries, larry.schilling@bridgeportct.gov; 203-576-7984
- Work Performed: Roof Replacements at Bassick HS & Hooker ES, Central HS Renovate as new, and many more
- Client: *Region 19 Schools*  
Mansfield, CT
- Contact: Dennis Stanavage, Director of Buildings and Grounds  
dstanavage@eosmith.org; 860-487-2215
- Work Performed: Roof replacement and P.V. on E.O. Smith High School
- Client: *Milford Public Schools*  
Milford, CT 06460
- Contacts: Matthew Woods, Chairman, Building Committee  
mwoods@gruderwoods.com; 203-783-3260  
James Richetelli, Deputy Superintendent of Operations  
jrichetelli@milforded.org, 203-783-3405
- Work Performed: Additions, Renovations, & Code Conformance Work, 100 school projects over \$100 million in work, all completed before school opening.
- Client: *Wallingford Public Schools*  
Wallingford, CT 06492
- Contact: Mark Deptula, Supervisor of Buildings & Grounds  
mdeptula@wallingford.k12.ct.us; 203-294-3786
- Work Performed: \$13 million in roof replacements on 11 schools, totaling 700,000 s.f.



# City of Waterbury

## Waterbury Public Schools



Bill Silver, AIA  
Quality Review/Contracts



David Stein, AIA  
Project Manager



Dean Petrucelli, AIA  
Project Architect



Paul Jorgensen, AIA  
Architect



Ken Linsley  
Roofing Designer



Bob Banning, PE  
Chief Electrical Engineer



Ken Eldridge, PE  
Chief Mechanical Engineer



Michael Horton Associates  
Structural Engineering



Rebecca Bouchard, CSI, CDT  
Specifications



Bob Washburn  
Construction Administrator





**William R. Silver, AIA**  
principal / president

**Bill Silver** is responsible for the policy and administration of the firm as well as leading on specific projects. His experience covers the full range of building types, from residential, commercial, industrial, and institutional. Silver has managed large multi-million-dollar projects with a large design and engineering team as well as designing and producing small renovation and historic rehabilitation projects. He is also a registered historic architect in CT.

**Years with Firm:** 30

#### Professional Registrations

- ▶ Registered Architect: CT, NY, RI, MA, MD, NH, NJ, ME, PA, NCARB
- ▶ Registered Interior Designer: CT
- ▶ Historical Architect: Connecticut State Historic Commission
- ▶ 10-Hour OSHA Certificate

#### Education

- ▶ M. Arch. Rensselaer Polytechnic Institute
- ▶ Certificate Architectural Association, London, England
- ▶ B. Environmental Design, Miami University (Ohio)

#### Affiliations and Activities

- ▶ Lecturer, Building Official Career Development Program, CT Department of Public Safety
- ▶ American Institute of Architects
- ▶ AIA Connecticut, Professional Practice Commission
- ▶ Moderator and Various Committee Chairs, First United Church of Christ, Milford
- ▶ Who's Who Among American Businessmen
- ▶ Connecticut Trust for Historic Preservation
- ▶ Member, Milford Historic District Commission

#### representative school roof replacement experience

Manchester High School – Manchester  
 New Milford High School – New Milford  
 Mansfield Middle School including new PV Design – Mansfield  
 Dunbar Hill Elementary School – Hamden  
 Stonington Middle School – Stonington  
 School-system Wide Roofing Study – Glastonbury  
 Wilbert Snow School – Middletown  
 Farm Hill Elementary School – Middletown  
 Jonathan Law High School – Milford  
 Marin School – Bridgeport  
 Bethany Community School – Bethany  
 A.W. Cox School – Guilford  
 Adams Middle School – Guilford  
 Bassick High School – Bridgeport  
 Braeburn Elementary School – West Hartford  
 Brooklyn Middle School Roof & HVAC Replacement – Brooklyn  
 Calvin Leete Elementary School including BIPV System – Guilford  
 Conard High School – West Hartford  
 Danbury Public Schools – 5 Schools  
 Elizabeth Shelton Elementary School – Shelton  
 Glastonbury Public Schools – 5 Schools  
 Guilford High School – Guilford  
 Holmes School – Darien  
 Jane Ryan Elementary School – Trumbull  
 Joseph Foran High School – Milford  
 Keigwin Middle School – Middletown  
 King's Highway School – Westport  
 L.B. Haynes School – East Lyme  
 Long Hill Elementary School – Shelton  
 Meadowside School – Milford  
 North Branford Public Schools – 3 Schools  
 Northford Intermediate School – North Branford  
 Plainfield Public Schools – Multiple Schools  
 Shepaug Valley High School – Washington  
 Shepherd Glen Elementary School – Hamden  
 Tootin Hills Elementary School – Simsbury  
 Watertown Public Schools - 4 Schools – Watertown  
 Wesley Elementary School – Middletown  
 West Elementary School – New Canaan







**David J. Stein, AIA**  
principal / architect

**David Stein** has significant experience in municipal and institutional projects. This includes dozens of educational projects, retail and financial projects. He has developed prototypical designs for national corporations and banks across the northeast. Stein has managed several projects completed for the United States Navy at their Newport, RI facility where he has designed and managed numerous educational facilities and capital improvement projects throughout the entire base.

**Years with Firm:** 28

**Professional Registrations**

- ▶ Registered Architect: CT, VT, NY
- ▶ Registered Interior Designer: CT

**Education**

- ▶ Bachelor of Architecture, Pratt Institute
- ▶ A.S. Architectural Engineering, Norwalk State Technical College
- ▶ Summer Program, Rhode Island School of Design
- ▶ Design Certificate, University of Copenhagen

**Affiliations and Activities**

- ▶ Design Juror, Architectural Program, Norwalk Community College
- ▶ American Institute of Architects
- ▶ Connecticut Society of Architects
- ▶ Board of Directors, AIA Connecticut
- ▶ Architectural Department Advisory Board member, Norwalk Community College

**representative educational experience**

Wallingford Public Schools – High School Consolidation Study – Wallingford  
 Greenwich Middle School – Accessibility Improvements - Greenwich  
 ACES – Wintergreen Magnet School Renovate as New – North Haven  
 Mill Hill Elementary School – Extensions and Alterations – Fairfield  
 Greenwich High School – Secure Entryway Study – Greenwich  
 ACES @ Leeder Hill – Renovate as New – Hamden  
 Berlin High School - Feasibility Study & Renovate as New & Additions - Berlin  
 Achievement First East Brooklyn HS/Apollo MS – Locker Room – Brooklyn (NY)  
 Barnum Elementary School – Code Study – Groton  
 Multiple Schools – Roof Replacements – Stamford  
 Slade Ely House – Renovation for Vocational Ed Program – New Haven  
 Manchester High School – Bleach and Locker Room Renovations – Manchester  
 Morrison Elementary School – Code Study – Groton  
 Board of Ed - Central Office Relocation - Branford  
 Gideon Welles Greenhouse - Renovations - Glastonbury  
 Norwalk Community College – Roof Replacement – Norwalk  
 Crystal Lake Elementary School – Renovate as New - Ellington  
 Windermere Elementary School - Classroom Addition - Ellington  
 Enlightenment Alternative Special Education Center - Renovate as New - Waterbury  
 Kennedy High School – Conceptual Design – Waterbury  
 Wilby High School - Science Lab Renovations - Waterbury  
 Branford School System - Renovate as New Study - Branford  
 Multiple Schools – Roof and HVAC Study – Woodstock  
 Murphy School Health Center - Interior Renovations - Branford  
 East Lyme Middle School - Facility Renovations - East Lyme  
 Stratfield Elementary School - Additions & Renovations - Fairfield  
 Manchester Public Schools - Roof Replacement on 3 Schools - Manchester  
 Jonathan Law & Foran High Schools - Feasibility Study - Milford  
 North Branford Public Schools - Town Wide Space Study - North Branford  
 Chatfield Elementary School - Expansion & Renovations - Seymour  
 Dolan Middle School - Roof Replacement - Stamford  
 Rogers Child Learning Center – Classroom & Office Expansion - Stamford  
 Turn of River School - Code Renovations - Stamford  
 Westhill High School - Roof Replacement - Stamford  
 Birdseye S.A.F.E. High School - Renovations - Stratford  
 Trumbull High School - Science Laboratory Conversions - Trumbull  
 Wallingford Public Schools - Roof Replacement on 11 Schools - Wallingford  
 Site Selection – East Side School - Waterbury







**Dean A. Petrucelli, AIA**  
principal / vice president

**Dean Petrucelli** has broad experience in all types of building design and construction, from educational to industrial and institutional facilities. He is a creative and talented designer and leads in the production of all projects. Petrucelli's diverse experience includes all types of bidding and construction contracts, and generally follows each project through the entire design and construction process.

**Years with Firm:** 30

**Professional Registrations**

- ▶ Registered Architect: CT
- ▶ Registered Interior Designer: CT

**Education**

- ▶ B.S. Architectural Engineering Technology, New York Institute of Technology
- ▶ A.S. Architectural Engineering, Norwalk State Technical College

**Affiliations and Activities**

- ▶ Lecturer, Building Official Career Development Program, CT Department of Public Safety
- ▶ Design Juror, Architectural Program, Norwalk Community College
- ▶ American Institute of Architects
- ▶ Connecticut Society of Architects
- ▶ Architectural Advisory Committee and Design Critique, Norwalk Community Tech. College

**representative school roof replacement experience**

Wilbert Snow Elementary School – Middletown  
Farm Hill Elementary School – Middletown  
Manchester High School – Manchester  
Mansfield Middle School including new PV Design – Mansfield  
Stonington Middle School – Stonington  
Stafford Elementary School including PV Design – Bristol  
City Hill Middle School including PV Design - Naugatuck  
New Milford High School – New Milford  
Naugatuck High School including PV Replacement – Naugatuck  
E.O. Smith HS including PV Design – Storrs  
City Hill Middle School - Naugatuck  
School-system Wide Roofing Study – Glastonbury  
Haddam Killingworth High School – Haddam  
Skane School –Bridgeport  
Three Schools – Killingly  
Tomlinson School –Fairfield  
A.W. Cox School - Guilford  
Moosup Elementary School –Plainfield  
Plainfield Memorial School –Plainfield  
Sunnyside School –Shelton  
Plainfield Central School – Plainfield  
Adams Middle School - Guilford  
Braeburn Elementary School - West Hartford  
Brooklyn Middle School including HVAC Replacement - Brooklyn  
Calvin Leete Elementary School including BIPV System - Guilford  
Conard High School - Roof Replacement - West Hartford  
Danbury Public Schools - 5 Schools - Danbury  
Elizabeth Shelton Elementary School - Shelton  
Foran High School - Milford  
Glastonbury Public Schools - 5 Schools - Glastonbury  
Guilford High School - Guilford  
Jane Ryan Elementary School - Trumbull  
Kaman Aerospace Corporation- Bloomfield  
Keigwin Middle School - Middletown  
King's Highway School Westport  
L.B. Haynes School - East Lyme  
Long Hill Elementary School - Shelton  
Meadowside School - Milford  
North Branford Public Schools - 3 Schools - North Branford







**Paul E. Jorgensen, AIA**  
associate / architect / historic architect

**Paul Jorgensen** takes a lead role in most significant projects awarded to the firm. He has served as the lead construction administrator and architect in the field with numerous school projects and works closely with contractors, their subcontractors and multiple award contracts in completing these multi-million-dollar projects while the students are in school. Jorgensen is also the lead designer for corporate, office and medical service projects throughout Connecticut, and is adept at listening carefully to a client's program and accurately translating those goals into a creative but cost-effective design solutions. As a registered historic architect, he leads the firm in those unique projects.

**Years with Firm:** 21

**Professional Registrations**

- ▶ Registered Architect: CT
- ▶ Historic Architect: CT State Historic Commission

**Education**

- ▶ M. Architecture, University of Colorado at Denver
- ▶ M. Architecture in Urban Design, University of Colorado at Denver
- ▶ B.A. History, Certificate in Spanish Studies, St. Anselm College

**Affiliations and Activities**

- ▶ American Institute of Architects
- ▶ Environmental Concerns Coalition, City of Milford, Connecticut
- ▶ Milford Trees, Inc.

**representative educational experience**

Hinsdale Elementary School – Pre-Ref Design Services – Winchester  
Burns Latino Studies Academy – Renovate as New – Hartford  
Jonathan Law & Foran High Schools – Athletic Facility Master Plans – Milford  
School-system Wide – Hardening of Entrances – Milford  
Jonathan Law High School – Roof Replacement – Milford  
West Shore Middle School – Expansion & Alterations – Milford  
Memorial School – ADA Improvements – Killingly  
Central High School - Renovate as New - Bridgeport  
Mead School – Portables – Ansonia  
Baldwin Middle School – Window and Door Alterations – Guilford  
School System Wide – Security Upgrades – Guilford  
Central School – ADA Improvements – Killingly  
Berlin High School - ADA Code Renovations - Berlin  
Crystal Lake Elementary School – Additions – Ellington  
Berlin High School - Feasibility Study & Renovate as New Additions - Berlin  
East Haven Schools - Portable Classrooms - East Haven  
Moody Elementary School - Roof and Exterior Envelope Evaluation - Middletown  
Alternative High School - Renovations & Expansion - Milford  
East Shore Middle School - Renovations & Additions - Milford  
John F. Kennedy School - Floor & Ceiling Replacement - Milford  
Jonathan Law High School - HVAC & Electrical System Upgrades - Milford  
Jonathan Law High School - Roof Replacement – Milford  
Jonathan Law High School – Gym Floor Restriping - Milford  
Joseph Foran High School - Roof Replacement - Milford  
Mathewson School Media Center - Additions - Milford  
Orange Avenue School - Additions & Renovations - Milford  
Orchard Hills Elementary School - Gymnasium & Canopy Additions - Milford  
Pumpkin Delight Elementary School - Floor Replacement - Milford  
Kendall School - Classroom & Media Center Renovations - Norwalk  
Nathan Hale Middle School - Alterations - Norwalk  
Roton School - Additions, Renovations & Science Lab Expansion - Norwalk  
Trumbull High School - Science Laboratory Conversions - Trumbull  
Watertown High School - Roof Replacement - Watertown  
Beecher Road School - Additions & Science Lab Modernization - Woodbridge  
Center School - Roof Replacement – Woodbridge  
West Shore Middle School – Roof Replacement - Milford







**Kenneth Linsley**  
roofing designer

**Ken Linsley** has many years of experience in construction as a foreman, estimator and construction administrator. He works closely with architects and engineers to understand the scope of roof, masonry and window construction projects to produce renderings of finished projects. In addition, Linsley represents the firms in the field ensuring projects are being constructed in accordance with specifications produced for the job.

**Years with Firm:** 14

**Education**

- Porter and Chester Institute

**representative educational roof replacement experience**

Naugatuck High School including PV Replacement – Naugatuck  
E.O. Smith High School including PV Design – Mansfield  
Marin School – Bridgeport  
New Milford High School – New Milford  
Stafford Elementary School including PV Design – Bristol  
School-system Wide Roofing Study – Glastonbury  
Jonathan Law High School – Milford  
Stonington Middle School – Stonington  
Haddam-Killingworth High School – Haddam  
Burns Latino Studies Academy – Hartford  
Skane School – Bridgeport  
Capital Community College - Hartford  
Canton High School – Canton  
Field Memorial School Roof Study – Bozrah  
Moosup Elementary School – Plainfield  
West Woods School – Hamden  
Plainfield Central School – Plainfield  
Northeast Middle School – Bristol  
Roger Sherman School – Meriden  
Mill Hill Elementary School – Fairfield  
Cherry Brook School – Canton  
Wallingford School System (13 schools) - Wallingford  
Elementary & Middle School – Woodstock  
Turn of River School - Stamford  
Adams Middle School - Guilford  
Brooklyn Middle School - Brooklyn  
Canterbury Elementary School - Canterbury  
Coleytown Middle School - Westport  
Conard High School - West Hartford  
Cox Elementary School - Guilford  
Irving Robins Middle School - Farmington  
JFK Elementary School - Bridgeport  
John Wallace Middle School - Newington  
King Philip Middle School - West Hartford  
Ledyard High School - Ledyard  
Calvin Leete Middle School - Guilford  
Melissa Jones Elementary School – Guilford  
Sherman School - Roof Replacement - Sherman  
Horace Porter School - Roof & HVAC Replacement - Columbia







**Robert R. Banning, P.E.**  
principal / chief electrical engineer

**Bob Banning** oversees the electrical engineering department and is responsible for the design of lighting, power, communication and signaling systems; and specific designs have included athletic field lighting, emergency generators, electronic grade power distribution, communications systems and fire alarm systems.

**Years with Firm:** 28

**Professional Registrations**

- ▶ Licensed Engineer: CT, MA

**Education**

- ▶ B.S. Electrical Engineering, University of Connecticut
- ▶ A.S. Nuclear Technology, Thames Valley Technical College

**Affiliations and Activities**

- ▶ Member, Bozrah Volunteer Fire Department
- ▶ Certified EMT
- ▶ Eagle Scout

**representative educational experience**

Region 13 Schools – HS and Strong School Pumphouse – Durham  
Suffield Middle School – Band Room Addition – Suffield  
ACES – Wintergreen Magnet School Renovate as New – North Haven  
Mill Hill Elementary School – Extensions and Alterations – Fairfield  
Hinsdale Elementary School – Pre-Ref Design Services – Winsted  
Memorial School – Generator Replacement – Middlefield  
Glastonbury High School – STEAM Addition - Glastonbury  
Mansfield Middle School – Roof Replacement and new PV Design – Mansfield  
City Hill Middle school – Roof Replacement and PV Design - Naugatuck  
Hamden High School – Pool and Gym Improvements – Hamden  
ACES @ Leeder Hill – Renovate as New – Hamden  
Polson Middle School – Photovoltaic Roof System – Madison  
Field Memorial School – Fire Alarm Panel Replacement – Bozrah  
Bethel High School – Generator Replacement – Bethel  
Mead School – Portables – Ansonia  
Multiple Schools – Security Improvements – Waterbury  
Guilford High School – Science Wing Repurposing - Guilford  
Crystal Lake Elementary School – Renovate as New – Ellington  
Berlin High School - Renovate as New Additions - Berlin  
Bullard Havens RVTS - Elevator Upgrades - Bridgeport  
Korn Elementary School - UST Removal & Replacement - Durham  
Enfield High School Athletic Fields - Electrical Engineering Services - Enfield  
Enrico Fermi High School Athletic Fields - New Lighting - Enfield  
Stratfield Elementary School - UST Removal & Replacement - Fairfield  
Guilford High School - Lower Level Study - Guilford  
Memorial School - UST Removal & Replacement - Middlefield  
Jonathan Law High School - Phase 2 HVAC & Electrical System Upgrades - Milford  
Nathan Hale Middle School - HVAC & Electrical System Upgrades - Norwalk  
Roton Middle School - HVAC & Electrical System Upgrades - Norwalk  
Northeast School - Generator Replacement - Stamford  
Turn of River School - Code Renovations - Stamford







**Kenneth J. Eldridge, PE**  
chief mechanical engineer

**Ken Eldridge** has been working in the field of mechanical engineering for building's mechanical systems since 1987. His entire professional career has been devoted to the design, implementation, construction and remediation of industrial process piping, HVAC, plumbing and fire protection equipment and systems. He has professionally engaged in all facets of the industry, including commercial, industrial, governmental, museums, libraries, and archives.

**Years with Firm:** 5

**Education**

- ▶ B.S. Mechanical Engineering University of New Haven

**Affiliations & Activities**

- ▶ Professional Engineer: CT, MA, RI, NY
- ▶ National and Local Member of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

**representative educational experience**

Burns Latino Studies Academy – Renovate as New – Hartford  
ACES – Wintergreen Magnet School Renovate as New – North Haven  
Mill Hill Elementary School – Extensions and Alterations – Fairfield  
Adams Middle School – Covid Compliance Assessment – Guilford  
Guilford Lakes School – Covid Compliance Assessment – Guilford  
Roger William Elementary School – Covid Compliance Assessment – Fairfield  
Fairfield Woods Middle School – Covid Compliance Assessment – Fairfield  
Roger Ludlowe Middle School – Covid Compliance Assessment – Fairfield  
Stowe Early Learning Center – Restroom Renovations - Enfield  
North School – HVAC Replacement – Windsor Locks  
Doolittle School – Boiler Replacement – Cheshire  
Highland School - Boiler Replacement – Cheshire  
Alcorn and Stowe Schools – Boiler Replacement - Enfield  
Consolidated School – HVAC Upgrades - Colebrook  
Guilford Lakes School – HVAC Replacement – Guilford  
Cox School – HVAC Replacement – Guilford  
North School – HVAC Replacement – Windsor  
Roger Sherman Elementary School – Interior Renovation – Fairfield  
Hebron Elementary School – Lead Pipe Contamination Remediation – Hebron  
Hinsdale Elementary School – Pre-Ref Design – Winchester  
Hamden High School – Pool and Gym Improvements – Hamden  
ACES @ Leeder Hill – Renovate as New – Hamden  
Colebrook Consolidated School – Mechanical Improvements – Colebrook  
Toquam School – Elevator Replacement – Stamford  
Wappinger Elementary School – Study – South Windsor  
Regional School District 13 – Schools Study – Durham  
Dolan School – Elevator Replacement – Stamford  
Region 13 Schools – Fire Protection Pumphouse – Durham







**Rebecca S. Bouchard, CSI, CDT**  
specifications writer

**Rebecca Bouchard** leads in the production of specifications and product research for the company, collaborating with the designers, architects and engineers in the development of the complete construction document package for our projects. Her expertise ranges from corporate, educational and retail uses to industrial and institutional uses such as postal facilities, U.S. Navy installations and state facilities. Bouchard is familiar with the intricacies of general construction, construction management and fast track contracts, and serves as a resource to the entire staff in the development of specialized facility upgrades and BOMA space evaluations.

**Years with Firm:** 21

**Professional Registrations**

- ▶ Certified Document Technologist (CDT)

**Education**

- ▶ B.S. Architectural Engineering Technology, University of Hartford

**Affiliations and Activities**

- ▶ Emerging Architectural Community – Habitat for Humanity

**representative roof replacement experience**

E.O. Smith High School including PV Design – Mansfield  
Memorial School – Middlefield  
Manchester High School – Manchester  
Sports & Medicine Academy – Hartford  
New Milford High School – New Milford  
Stonington Middle School – Stonington  
Region 13 – Roof Replacement  
Skane School – Bridgeport  
Polson Middle School – Madison  
Community School – Bethany  
Adams Middle School – Guilford  
Bullard Havens RVTS – Bridgeport  
Coleytown Middle School – Westport  
East Elementary School including Cornice Repair - New Canaan  
Guilford High School – Guilford  
Long Lots Elementary School – Westport  
Sherman School - Sherman  
Southern CT State University Brownell Hall - New Haven  
Southern CT State University North Hall - New Haven







**Robert H. Washburn**  
construction administrator

**Robert Washburn** is responsible for the construction administration on significant projects that are designed and managed by the firm, completing the full-service cycle that most firms cannot provide. Washburn brings his extensive experience in all aspects of construction industry practices including project management, site supervisory experience, safety coordination, and quality control to the firm. As a Construction Administrator he is responsible for continuing the teamwork with the Owner, Construction Manager and the trades to deliver a well communicated, coordinated and on-time project. Washburn's vast experience includes over 10 years of on-site field work and inspections.

**Years with Firm:** 7

**Education**

- ▶ B.A., University of Connecticut

**representative experience**

Hinsdale Elementary School – Renovate as New – Winchester  
H. Smith Richardson Golf Course – New Clubhouse – Fairfield  
Mill Hill Elementary School – Renovate as New – Fairfield  
High Watch Recovery Center – Renovation & Expansion – Kent  
Radiall Corporation – Office Consolidation – Wallingford  
Enfield High School Consolidation - Renovate as New – Enfield  
Naugatuck High School – Roof Replacement – Naugatuck  
Terryville Fire Station #2 – Addition and Renovations – Plymouth  
ACES @ Leeder Hill – Renovate as New – Hamden  
City Hill Middle School – Roof Replacement – Naugatuck  
Ledyard Middle School – Renovate as New – Ledyard  
Safety Complex – Renovations - Windham  
Willimantic Public Library – Interior Renovations – Willimantic  
CT Center for Child Development – Fit-out and Renovations – Orange  
Ledyard Middle School – Renovate as New – Ledyard  
Central High School – Renovate as New – Bridgeport  
Berlin High School - Renovate as New Additions – Berlin  
Salem Elementary School - Renovations – Salem  
School Roof Replacement Program - 11 Schools - Wallingford  
Brooklyn Middle School - Gym & Locker Room Renovations – Brooklyn  
On-Call City of Bridgeport Housing Authority 504 Inspection Services  
Alice Peck School – Seclusion Room – Hamden  
Canterbury Elementary School - Roof Replacement - Canterbury  
St. Joseph's Roman Catholic Church - Renovations & Additions - Shelton







**MICHAEL HORTON  
ASSOCIATES, INC.**

Consulting Structural  
Engineers

151 Meadow Street  
Branford, CT 06405

phone  
203.481.8600

fax  
203.481.0686

[mha-eng.com](http://mha-eng.com)

**ALFRED D. LOMBARDI, JR.**  
**Partner-in-Charge**

**Background:**

Al Lombardi is positioned as President of the firm with over 30 years of experience in design, document preparation and site inspections. Mr. Lombardi's project experience ranges from residential buildings to multi-million-dollar facilities, including projects in both the public and private sectors.

**Education:**

Platt Vocational Technical School  
Architectural Construction, 1981

**Post-Graduate  
Training:**

Business Administration,  
University of New Haven  
Masonry Design and Construction, 1997  
Masonry Design and Construction, 1998  
American Concrete Institute Certification,  
2000

**Professional  
Organizations:**

American Society of Civil Engineers  
American Institute of Steel Construction,  
Professional Member  
American Concrete Institute  
American Institute of Architects,  
Affiliate Member

**Years with Firm:**

25, including predecessor firm





**MICHAEL HORTON  
ASSOCIATES, INC.**

Consulting Structural  
Engineers

151 Meadow Street  
Branford, CT 06405

phone  
203.481.8600

fax  
203.481.0686

mha-eng.com

## **PAUL J. SHEEHAN** **Project Engineer**

### **Background:**

Paul Sheehan is positioned as a staff engineer with the firm with 15 years of experience in design, document preparation and site inspections. Mr. Sheehan's project experience ranges from multi-story residential buildings to multi-million dollar educational facilities, including projects in both the public and private sectors.

### **Education:**

Naugatuck Valley Community College - AS -  
CADD/Design Engineering Technology  
Central Connecticut State University - BS Civil  
Engineering

### **Professional Organizations:**

American Institute of Steel Construction

### **Years with Firm:**

14



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

City of Waterbury Water Treatment Plant - Thomaston Radiator Generator

(Service or Commodity Covered by Contract)

P.O. 182179

(Term of Contract)

=====

Riverside Streetscape

(Service or Commodity Covered by Contract)

P.O. 196815

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

City of Waterbury Water Treatment Plant - Thomaston Radiator Generator

(Service or Commodity Covered by Purchase Order)

P.O. 182179

(Date of Purchase Order)

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Riverside Streetscape

(Service or Commodity Covered by Purchase Order)

P.O. 196815

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



**CITY OF WATERBURY  
BOARD OF EDUCATION**

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

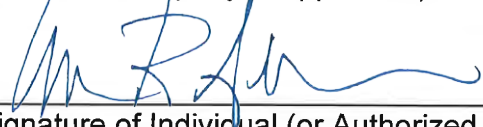
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Silver, Petrucelli & Associates, Inc.

\_\_\_\_\_  
(Name of Company, if applicable)

  
\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

3/17/2022

\_\_\_\_\_  
Date

William R. Silver, President

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered





**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

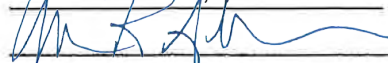
Full Legal Name and address of Recipient, Vendor, or Contractor:

Silver, Petrucelli & Associates, Inc.  
3190 Whitney Avenue  
Hamden, CT 06518

Print Name and Title of Authorized Representative:

William R. Silver, President

Signature of Authorized Representative:



Date: 3/17/2022



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: \_\_\_\_\_

County of New Haven

William R. Silver, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or principal** of Silver, Petrucelli & Associates (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

       Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	William R. Silver	President	6/3/1955	37.9
2	Dean A. Petrucelli	Vice President	9/10/1963	37.9
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



Its: President  
Title



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )  
 ) SS  
County of New Haven )

William R. Silver being duly sworn,  
deposes and says that he/she is President of Silver, Petrucelli & Associates, Inc.  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 17th day of March 2012

My Commission Expires: July 1, 2026

  
(Notary Public)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

7189

**RFP # 7189  
ATTACHMENT C**

**Non-collusion and Acknowledgement Affidavit of the Proposer**

**(Must be submitted as part of Proposal)**

**KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET, ROOM 103  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	February 25, 2022	4	_____
2	March 15, 2022	5	_____
3	March 17, 2022	6	_____



**CITY OF WATERBURY  
BOARD OF EDUCATION**

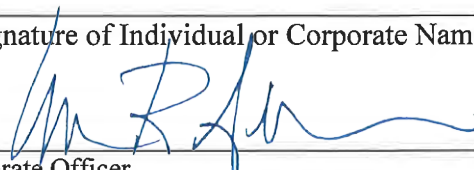
The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other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

06-1329866

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

Silver, Petrucelli & Associates, Inc.

\_\_\_\_\_  
Signature of Individual or Corporate Name

  
\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name: William R. Silver

By: President

(Title)  
Business Address: 3190 Whitney Avenue, Hamden, CT 06518  
(City, State, Zip Code)

\_\_\_\_\_  
Phone: 203-230-9007 x 206

Date: 3/17/2022

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

**END OF ATTACHMENT C**









SILVER / PETRUCELLI + ASSOCIATES  
*Architects / Engineers / Interior Designers*

March 22, 2022



Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
City Hall Building, Room 103  
235 Grand Street  
Waterbury, CT 06702

Re: Architectural/Engineering Services for School Roof Replacements  
RFP# 7189  
SP+A Project No. 22.059

Dear Mr. McCaffery:

Attached please find our completed Attachment D for the above-referenced project.

Thank you for the opportunity to respond. Please feel free to contact me with any questions via phone at 203-230-9007 x206 or email at [bsilver@silverpetrucelli.com](mailto:bsilver@silverpetrucelli.com). Thank you.

Sincerely,

William R. Silver, AIA  
President



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date: March 22, 2022

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Silver, Petrucelli & Associates, Inc.

(Print or Type Company/Corporate Name)

3190 Whitney Avenue

(Print or Type Business Address)

Hamden, CT 06518

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**PRICE PROPOSAL**

DATE: 3/18/2022

FIRM: Silver, Petrucelli & Associates, Inc.

Project: Architectural / Engineering Design Services

RFP # 7189

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this RFP. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well. The fee proposal shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission.

Design Phase	Design Services for Roof Replacement		
	Kennedy	Sprague	Tinker
Pre-Design/Schematic Design/Design Development	\$ 13,400.	\$ 7,700.	\$ 8,100.
Construction Documents	\$ 10,700.	\$ 6,000.	\$ 4,670.
Bid Support	\$ 2,150.	\$ 1,750.	\$ 1,750.
Construction Administration & Project Closeout	\$ 18,300.	\$ 7,000.	\$ 8,100.
<b>Subtotal - All Above</b>	\$ 34,550.	\$ 22,450.	\$ 22,620.
Contingency - 10%	\$ 3,455.	\$ 2,245.	\$ 2,262.
<b>Total Design Fees for Project</b>	\$ 34,895.	\$ 24,695.	\$ 24,882.

Printing Allowance (per Addendum) \$ 500. \$ 400. \$ 400.

Site observations during Construction 16 12 8



**CITY OF WATERBURY  
BOARD OF EDUCATION**

	<b>Hourly Billing Rates</b>	<b>Hourly Rate</b>
1	Principal Architect/Engineer	\$206
2	Senior Project Manager	\$206
3	Project Manager	\$191
4	Senior Architect/Engineer	\$179
5	Project Architect/Engineer	\$191
6	Job Captain	\$128
7	Staff Architect/Engineer	\$153
8	Senior Designer	\$118
9	Designer	\$110
10	CADD Operator	\$128
11	Senior Construction Manager	N/A
12	Senior Construction Administrator	\$133
13	Construction Administrator	\$133
14	Project Coordinator	N/A
15	Construction Coordinator	N/A
16	Administrative Assistant	\$89

**END OF ATTACHMENT D**



## **FEE QUALIFICATIONS**

Customary reimbursable expenses generally included in our fees almost always include in-state travel, CAD services, photography and other related progress printings.

After an agreement is executed, and perhaps during design or construction administration phases, additional services may be requested by the client. Any additional services that may be required will be charged on an hourly, cost-plus fee basis in accordance with the attached hourly rates, or (we prefer) if the scope is well defined, a mutually agreeable fixed fee can be negotiated.

The following sample reimbursable expenses are usually not included in our fee proposals:

1. Travel beyond the State of Connecticut in connection with the project
2. Special Testing Services that may be required by the Local Building Official
3. Repairs or replacement of defective structural elements (unknown and unlikely)
4. We have assumed one bidding phase that includes all projects – per the pre-bid meeting
5. Interior renovations or alterations.
6. Hazardous materials testing, design or hazardous monitoring services (by City)
7. PV Analysis
8. Civil engineering services



**MEMORANDUM**

**DATE:** April 21, 2022

**TO:** Kevin McCaffrey, Purchasing Director

**FROM:** Rosh Maghfour, Interim Chief Operating Officer *RM*

**RE:** Selection Committee Recommendation for RFP #7189  
Architectural and Engineering Design Services for Roof Replacement Projects  
at Kennedy High School, and Sprague and Tinker Elementary Schools

---

Request for Proposal #7189 for Architectural and Engineering Design Services for Roof Replacement Projects at Kennedy High School, and Sprague and Tinker Elementary Schools was recently advertised on February 28, 2022 and opened on March 22, 2022. As a result, six responses were received from BBS Architects, Christopher Williams Architects, Friar Architects, Hibbard & Rosa Architects, Lothrop Associates, and Silver/Petrucelli + Associates.

A Selection Committee comprised Kevin McCaffrey (Purchasing Director), Louis Muradas (Noresco Consultant), Dave Heavener (KBE Project Manager), Mike Konopka (School Inspector) and myself reviewed the responses and invited four firms to be interviewed. The final selection of the architectural firm for the referenced project was based on the cumulative score given by the selection committee following the presentations. The selection committee's recommendation is Silver/Petrucelli + Associates.

With your approval, the Education Department will proceed to negotiate a contract with Silver/Petrucelli + Associates for these services.

Thank you for your continued assistance on this matter.



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7189  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City**

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**A. Contracts**

**No Contracts with the City**

☐

City of Waterbury Water Treatment Plant - Thomaston Radiator Generator  
(Service or Commodity Covered by Contract)

P.O. 182179  
(Term of Contract)

Riverside Streetscape  
(Service or Commodity Covered by Contract)

P.O. 196815  
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

City of Waterbury Water Treatment Plant - Thomaston Radiator Generator

(Service or Commodity Covered by Purchase Order)

P.O. 182179

(Date of Purchase Order)

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Riverside Streetscape

(Service or Commodity Covered by Purchase Order)

P.O. 196815

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

---

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

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☐

Spouse

☐

Joint

☐

Child

☐



**CITY OF WATERBURY  
BOARD OF EDUCATION**

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

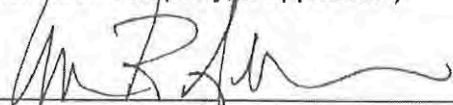
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Silver, Petrucelli & Associates, Inc.

\_\_\_\_\_  
(Name of Company, if applicable)



\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

William R. Silver, President

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

3/17/2022

\_\_\_\_\_  
Date

DELIVERED

| By Mail



Hand-Delivered





**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

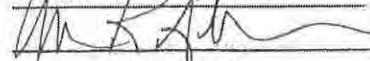
Silver, Petrucelli & Associates, Inc.

3190 Whitney Avenue  
Hamden, CT 06518

Print Name and Title of Authorized Representative:

William R. Silver, President

Signature of Authorized Representative:



Date: 3/17/2022



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: \_\_\_\_\_

County of New Haven

William R. Silver, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or principal** of Silver, Petrucelli & Associates (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	William R. Silver	President	6/3/1955	37.9
2	Dean A. Petrucelli	Vice President	9/10/1963	37.9
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business



Its: President  
Title



**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

) SS

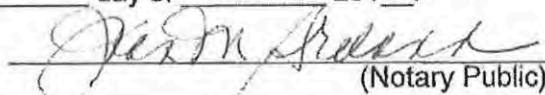
County of New Haven )

William R. Silver

being duly sworn,

deposes and says that he/she is President of Silver, Petrucelli & Associates, Inc. and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 17th day of March 2012

  
(Notary Public)

My Commission Expires: July 1, 2026



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 5/5/2022**

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Silver, Petrucelli & Associates, Inc.  
William R. Silver  
Dean Petrucelli  
3190 Whitney Ave.  
Hamden, CT 06518

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury





# CERTIFICATE OF LIABILITY INSURANCE

SILVE-2

OP ID: KAT

 DATE (MM/DD/YYYY)  
 05/26/2022

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

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

<b>PRODUCER</b> Anderson - Krause, Inc. P O Box 110 Branford, CT 06405 Anderson - Krause Inc.		203-488-6386		<b>CONTACT NAME:</b> Regina Dabbraccio <b>PHONE (A/C, No, Ext):</b> 203-488-6386 <b>FAX (A/C, No):</b> 203-488-1738 <b>E-MAIL ADDRESS:</b> rdabbraccio@andersonkrause.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A :</b> ITT Hartford Insurance Group		<b>22357</b>	
<b>INSURED</b> Silver Petrucelli & Assoc. Inc Attn: Mr. William R. Silver 3190 Whitney Ave. Bldg 2 Hamden, CT 06518		<b>INSURER B :</b>			
		<b>INSURER C :</b>			
		<b>INSURER D :</b>			
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	31SBARU1946	02/06/2022	02/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	31UECTD2847	02/06/2022	02/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	31SBARU1946	02/06/2022	02/06/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	31WECNN7442	02/06/2022	02/06/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>VALUABLE PAPERS</b>			31SBARU1946	02/06/2022	02/06/2023	VAL.PAPER 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The holder, the City of Waterbury and its Board of Education are listed as addt'l ins'd as long as req'd by written contract. Blkt Waiver of Subrogation on WC&GL when req'd by written contract or agreement as well as primary&non-contributory under GL when req'd by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

CITYW-5  City of Waterbury City Hall Building 235 Grand Street Waterbury, CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



# NOTEPAD:

HOLDER CODE

CITYW-5

SILVE-2

PAGE 2

INSURED'S NAME

Silver Petrucelli & Assoc. Inc

OP ID: KAT

Date 05/26/2022

Project: Sprague Elementary School, Kennedy High School and B.W. Tinker  
Elementary School Roof Replacement





SILVPET-01

PATRA3

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

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

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

<b>PRODUCER</b> Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	<b>CONTACT NAME:</b> Kristen D. Kane	
	<b>PHONE (A/C, No, Ext):</b> (860) 430-3258	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> kkane@SmithBrothersUSA.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Berkley Insurance Company	<b>32603</b>
<b>INSURED</b>  Silver Petrucelli & Associates, Inc. 3190 Whitney Avenue Hamden, CT 06518	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

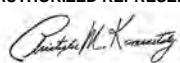
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab</b>			AEC-9051759-03	1/13/2022	1/13/2023	<b>Each Claim</b> 5,000,000
A	<b>Retrodate 10/1/91</b>			AEC-9051759-03	1/13/2022	1/13/2023	<b>Aggregate</b> 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Re: Sprague Elementary School, Kennedy High School and B.W. Tinker Elementary School Roof Replacement.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Waterbury</b> City Hall Building 235 Grand Street Waterbury, CT 06702	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 



*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us***EXECUTIVE SUMMARY**

**Date:** May 24, 2022

**To:** Honorable Board of Aldermen Members  
Honorable Board of Education Commissioners

**From:** Rosh Maghfour, Interim Chief Operating Officer *RM*

**Re:** Professional Services Agreement for Auditorium Renovations at Bergin and Laural Hill Complexes, Kennedy, Rotella and West Side with Friar Architecture, Inc.

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Waterbury Public Schools respectfully requests your review and approval of the above mentioned professional services agreement in the amount of \$314,400 for architectural and engineering design services for auditorium renovations at Bergin (Crosby/Wallace) and Laural Hill (Wilby/North End) Complexes, Kennedy High School, Rotella Magnet School and West Side Middle School with Friar Architecture, Inc.

This agreement was initiated under Request for Proposal #7194. There were six responsible proposers of which Friar Architecture (Friar) was the most qualified bidder. This agreement will allow Friar to provide architectural, engineering and design services to modernize the auditorium spaces, complete with ADA access modifications, new seating, lighting, stage curtains, flooring, and sound and lighting upgrades.

Thank you for your consideration.

BOA Attachments (2): Disclosure and Tax Clearance

c: Mike Konopka, Jerry Gay



PROFESSIONAL SERVICES AGREEMENT

RFP No. 7194

For

Architectural / Engineering Design Services For Assessment And  
Upgrades To The Existing Auditoriums At The Kennedy High School,  
Crosby High School, Wilby High School, West Side Middle School,  
Rotella Magnet School, And Waterbury Arts Magnet School

between

The City of Waterbury, Connecticut

and

Friar Architecture Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and FRIAR ARCHITECTURE INC., located at 21 Talcott Notch Road, Farmington, Connecticut, a State of Connecticut duly registered corporation (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7194 for architectural / engineering design services for assessment and upgrades to the existing auditoriums at the Kennedy High School, Crosby High School, Wilby High School, West Side Middle School, Rotella Magnet School, And Waterbury Arts Magnet School; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7194; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with



generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide architectural / engineering design services for assessment and upgrades to the existing auditoriums at the Kennedy High School, Crosby High School, Wilby High School, West Side Middle School, Rotella Magnet School, And Waterbury Arts Magnet School as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No. 7194 (attached hereto)

- 1.1.2 Friar Architecture Inc. Revised Proposal for Services dated April 14, 2022 (attached hereto)

- 1.1.3 Friar Architecture Inc. Response to RFP No. 7194 dated March 29, 2022 attached hereto

- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

- 1.1.5 Certificates of Insurance, incorporated by reference

- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

- 1.1.7 All Required Licenses

- 1.1.8 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.

- 1.2.2 Friar Architecture Inc. Revised Proposal for Services dated April 14, 2022 (attached hereto)

- 1.2.3 Friar Architecture Inc. Response to RFP No. 7194 dated March 29, 2022 (attached hereto)

- 1.2.4 The City's solicitation documents, RFP No. 7194.

- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.



**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times.



This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence



prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by an Executive of the Corporation.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.



**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate September 1, 2023 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). Contractor understands that time is of the essence as the funding for the completion of the Auditorium Renovations is time limited.

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**5.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5 or the actual damages incurred by the City caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.



Compensation for the Contractor's services shall not exceed Three Hundred Fourteen Thousand Four Hundred dollars (\$314,400.00).

The project fee per school shall be as specified in the Contractor's price proposal of March 29, 2022 and as follows:

• Kennedy High School	\$55,400
• Crosby High School	\$55,400
• Wilby High School	\$55,400
• West Side Middle School	\$49,400
• Rotella Magnet School	\$49,400
• Waterbury Arts Magnet School	<u>\$49,400</u>
	\$314,400

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7194 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services,



equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the



work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

## **9. Contractor's Insurance.**

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,**



**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.

**\$1,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the



time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Builders Risk and Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.



**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

- 11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a



material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.



**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the



Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services.



Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7194** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7194**.

26.1. **Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. **Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. **Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. **Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Friar Architecture Inc.  
21 Talcott Notch Road  
Farmington, CT 06032

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a



requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

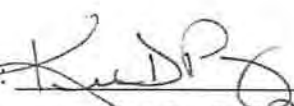
Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

WITNESSES:

FRIAR ARCHITECTURE INC.


Sign:  \_\_\_\_\_

By:  \_\_\_\_\_

Print name: Keith D. Picz

Michael A. Sorano

Its: Vice President

Sign:  \_\_\_\_\_

Date: 5/18/2022

Print name: Michael Memmott



## ATTACHMENT A

1. The City's solicitation documents, RFP No.7194 (attached hereto)
2. Friar Architecture Inc. Revised Proposal for Services dated April 14, 2022 (attached hereto)
3. 1.2.3 Friar Architecture Inc. Response to RFP No. 7194 dated March 29, 2022 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**



dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs,



activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.



- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



## CORPORATE RESOLUTION

I, Robert W. Roach, hereby certify that I am the duly elected and acting Secretary of Friar Architecture Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 18th day of May, 2022.

"It is hereby resolved that Michael A. Sorano is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Friar Architecture Inc. corporation this 18th day of May, 2022.



Robert W. Roach  
Secretary





**CITY OF WATERBURY  
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (# 7194)  
BY  
THE CITY OF WATERBURY BOARD OF EDUCATION  
FOR  
ARCHITECTURAL / ENGINEERING DESIGN SERVICES**

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**A. Background and Intent**

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for ARCHITECTURAL / ENGINEERING DESIGN SERVICES FOR ASSESSMENT AND UPGRADES TO THE EXISTING AUDITORIUMS AT THE KENNEDY HIGH SCHOOL, CROSBY HIGH SCHOOL, WILBY HIGH SCHOOL, WEST SIDE MIDDLE SCHOOL, ROTELLA MAGNET SCHOOL, AND WATERBURY ARTS MAGNET SCHOOL (the “Project”) with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**B. Qualifications**

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:
  - a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
  - b. Experience on school construction projects of similar scope and technical requirements within the last five (5) years. Specifically, experience working with the CT Department of Administrative Services, Office of School Construction Grants and Review (OSCG&R) and thorough understanding of policies and procedures with school construction grants.
  - c. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
  - d. Adequate staff/employees to perform/complete the work in a timely manner;
  - e. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
  - f. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
  - g. Provide a minimum of three (3) examples of projects by which the proposer believes satisfies the above qualifications.

**C. Scope of Services**

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

**D. Agreement Period**

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The



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Successful Proposer agrees further that it shall complete all work and services required under this contract through June 2023.

**E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.
2. Proposers must sign the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.
3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on 3/17/2022.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.
4. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by 2:00 PM on 3/22/2022.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.
5. **A mandatory pre-bid conference will be held on 3/14/2022 at 10:00 AM, at Kennedy High School located at 422 Highland Avenue, Waterbury CT 06708, and further information will be provided for visiting other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder**
6. **This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021**

**Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.**

**This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.**

**A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP # 7194 package.**



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**F. Management**

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

**G. Conditions**

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.



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- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

**H. Submittal Requirements & Required Format**

**One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than at 10:30 a.m. on March 29, 2022. No proposals received after that time shall be considered.**

**Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702**

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
  - b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.
2. **Each Proposal shall contain the following four (4) forms, fully completed, as follows:**

**a. Contract Compliance Documents (Attachment A)**



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- i. Proposers shall complete Attachment A documents which includes Outstanding Purchase Orders and Contracts with the City, Financial Interest Disclosure & Corporate Resolution.
- b. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**
  - i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
- c. Price Proposal (Attachment D).**
  - i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
  - ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
  - iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*
- d. Contractor's Experience, Expertise and Capabilities.**
  - i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.
  - ii. Philosophy Statement and Business Focus. Each Proposer shall provide a statement of the philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of the firm's primary business focus
  - iii. Summary of Relevant Experience. Each Proposer shall provide a listing of all projects that the respondent has completed within the last three (3) years, including architectural, design or engineering work done for municipalities or public school systems. The following information shall be provided for each organization listed under this subsection:
    - Organization name and the name, title, address and telephone number of a responsible contact person
    - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframes. If not please explain.
    - For each project, the gross cost of the agreement
  - iv. Personnel Listing. Each Proposer shall provide a complete listing of the key personnel anticipated to be assigned to this project by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.



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3. Proposals may, at Proposer's discretion, contain the following:

- a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

**I. Evaluation of Proposals; Selection Process**

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

- a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

**J. Rights Reserved to The City**

- a. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.
- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

**K. Federal, State and Local Employment Requirement – NOT APPLICABLE**

Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and



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Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

**L. State Set-Aside Requirements – NOT APPLICABLE**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**M. Insurance Requirements**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

At no additional cost to the City, the Successful Proposer shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

<b><u>General Liability:</u></b>	<b>\$1,000,000 each Occurrence</b>
	<b>\$2,000,000 General Aggregate</b>
	<b>\$2,000,000 Products/ Completed Operations Aggregate</b>

<b><u>Auto Liability:</u></b>	<b>\$1,000,000 Combined Single Limit each Accident</b>
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**Any Auto, All Owned and Hired Autos**

**Workers Compensation:**    **WC Statutory Limits**  
   **Employer Liability (EL)**  
   **\$1,000,000 EL each Accident**  
   **\$1,000,000 EL Disease each Employee**  
   **\$1,000,000 EL Disease Policy Limits**

**Professional Liability/E&O:**    **\$1,000,000 each Wrongful Act**  
   **\$1,000,000 Aggregate**

**Excess/ Umbrella Liability:** **\$1,000,000 each Occurrence**  
   **\$1,000,000 Aggregate**

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

**The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.**

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

Failure to Maintain Insurance: In the event the Successful Proposer fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Successful Proposer's invoices for the cost of said insurance.

Cancellation: The City of Waterbury shall receive written notice of cancellation from the Successful Proposer at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers' Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.



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No later than thirty (30) calendar days after Successful Proposer receipt, the Successful Proposer shall deliver to the City a copy of the Successful Proposer's insurance policies, endorsements, and riders.

**N. City of Waterbury Contract Form/RFP Documents**

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", "Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal" as the context so requires.

**O. Performance/Payment Bonds – NOT APPLICABLE**

Proposer's attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

**P. Proposal Security – NOT APPLICABLE**

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

**Q. Prevailing Wages – NOT APPLICABLE**

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder's attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

**END OF SECTION**



**CITY OF WATERBURY  
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**RFP # 7194  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20\_\_)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

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(Service or Commodity Covered by Contract)

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(Term of Contract)

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(Service or Commodity Covered by Contract)

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(Term of Contract)

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(Service or Commodity Covered by Contract)

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(Term of Contract)



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**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



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**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



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1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_\_  
(Name of Company, if applicable)

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name and Title of Authorized Representative:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Date: \_\_\_\_\_



### **CORPORATE RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly elected and acting Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

"It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said \_\_\_\_\_ corporation this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Secretary



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of \_\_\_\_\_

SS.: \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly  
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**  
\_\_\_\_\_ of \_\_\_\_\_ (Contractor's Name), the  
Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

\_\_\_\_\_ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

\_\_\_\_\_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



Its: \_\_\_\_\_  
Title \_\_\_\_\_



My Commission Expires: \_\_\_\_\_



## **LIMITED LIABILITY COMPANY RESOLUTION**

I, \_\_\_\_\_, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of \_\_\_\_\_, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

“It is hereby resolved that \_\_\_\_\_ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said \_\_\_\_\_, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Manager/Member



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT B**

**CITY OF WATERBURY CONTRACT FORM**



# PROFESSIONAL SERVICES AGREEMENT

RFP No. 7194

For

Architectural / Engineering Design Services For Assessment And  
Upgrades To The Existing Auditoriums At The Kennedy High School,  
Crosby High School, Wilby High School, West Side Middle School,  
Rotella Magnet School, And Waterbury Arts Magnet School

between

The City of Waterbury, Connecticut  
and

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and \_\_\_\_\_, located at \_\_\_\_\_, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7194 for architectural / engineering design services for assessment and upgrades to the existing auditoriums at the Kennedy High School, Crosby High School, Wilby High School, West Side Middle School, Rotella Magnet School, And Waterbury Arts Magnet School; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7194; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

## NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with



generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide architectural / engineering design services for assessment and upgrades to the existing auditoriums at the Kennedy High School, Crosby High School, Wilby High School, West Side Middle School, Rotella Magnet School, And Waterbury Arts Magnet School as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No. 7194 (attached hereto)
- 1.1.2 \_\_\_\_\_ Cost Proposal dated \_\_\_\_\_ (attached hereto)
- 1.1.3 \_\_\_\_\_ Response to RFP No. 7194 attached hereto
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses
- 1.1.8 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 \_\_\_\_\_ Proposal dated \_\_\_\_\_ .
- 1.2.3 \_\_\_\_\_ Response to RFP No. 7194 attached hereto
- 1.2.4 The City's solicitation documents, RFP No. 7194.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

- 2.1. **Representations regarding Personnel.** The Contractor represents that it has,



or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.



**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;



**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a \_\_\_\_\_ Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.



**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate June 2023 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

#### **INSERT COMPENSATION TERMS**

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.



**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7194 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this



Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the



commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.  
**\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of



cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.



**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is



implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the



Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.



#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services,



equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7194** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7194**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or



application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**

DRAFT



**IN WITNESS WHEREOF**, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:



## ATTACHMENT A

1. The City's solicitation documents, RFP No.7194 (attached hereto)
2. Bidder's Revised Cost Proposal dated \_\_\_\_\_, (attached hereto)
3. Bidder's Response to RFP No. 7194 attached hereto
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.



- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s



Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



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**RFP # 7194  
ATTACHMENT C**

**Non-collusion and Acknowledgement Affidavit of the Proposer**

**(Must be submitted as part of Proposal)**

**KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET, ROOM 103  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 \_\_\_\_\_ 4 \_\_\_\_\_

2 \_\_\_\_\_ 5 \_\_\_\_\_

3 \_\_\_\_\_ 6 \_\_\_\_\_



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

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

Business Address: \_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
Phone: \_\_\_\_\_

Date: \_\_\_\_\_

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

**END OF ATTACHMENT C**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date: \_\_\_\_\_

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

\_\_\_\_\_  
(Print or Type Company/Corporate Name)

\_\_\_\_\_  
(Print or Type Business Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**PRICE PROPOSAL**

**DATE:** \_\_\_\_\_

**FIRM:** \_\_\_\_\_

**Project:** Architectural / Engineering Design Services

**RFP #** 7194

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this RFP. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well. The fee proposal shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission.

Design Phase	Auditorium Upgrades					
	Kennedy	Crosby	Wilby	West Side	Rotella	WAMS
Pre-Design/Schematic Design/Design Development	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction Documents	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bid Support	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction Administration & Project Closeout	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Subtotal - All Above</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Contingency - 10%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Design Fees for Project</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**END OF ATTACHMENT D**



**CITY OF WATERBURY  
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**RFP # 7194  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:

NAME: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_ (        ) Corporation

(        ) Partnership

OFFICE ADDRESS: \_\_\_\_\_ (        ) Individual

(        ) Joint Venture

(        ) Other \_\_\_\_\_

PRINCIPAL OFFICE: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

BUSINESS EMAIL ADDRESS: \_\_\_\_\_

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

\_\_\_\_\_

2. How many years has your organization been in business under its present business name?

\_\_\_\_\_

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President/Member: \_\_\_\_\_

Vice Presidents/Members: \_\_\_\_\_

Secretary/Member: \_\_\_\_\_

Treasurer/Member: \_\_\_\_\_



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4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Operation: \_\_\_\_\_

Officers and Titles:

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5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

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NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

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**CITY OF WATERBURY  
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7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

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8. List your major equipment available for this contract.

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9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

<hr/>	<hr/>
(Title)	(Name / Telephone Number)

<hr/>	<hr/>
(Title)	(Name / Telephone Number)

<hr/>	<hr/>
(Title)	(Name / Telephone Number)



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**The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

10. Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name of Contractor:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print and sign name of duly authorized principal)

Title: \_\_\_\_\_

**END OF ATTACHMENT E**



**CITY OF WATERBURY  
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**RFP # 7194  
ATTACHMENT F  
Scope of Services**

**GENERAL DESCRIPTION**

**I. Scope of Projects**

**1. Project – Assessment and Upgrades for Existing Auditoriums:**

a. Anticipated Project Scope:

- Assess the existing conditions of the approximately 11,600 square foot auditorium for Kennedy High School located at 422 Highland Avenue, Waterbury, CT 06708 for upgrades including but not limited to the following:
  - a) Refurbish approximately 344 seats
  - b) Replace acoustic wall and ceiling panels as required
  - c) Repair of wood paneling at wall finishes throughout
  - d) Repair of damaged stair components as required
  - e) Repair of damaged ceiling finishes as required
  - f) Repair of damaged concrete floor throughout
  - g) Repair of damaged terrazzo floor as required
  - h) Replace damaged carpet floor throughout
  - i) Replace damaged wood flooring as required
  - j) Replace damaged stage curtain and accessories as required
  - k) Address any ADA compliance issues observed
  - l) Address any electrical infrastructure and service as required to support upgraded theatrical lighting and AV
  - m) Replace theatrical lighting system and AV
- Assess the existing conditions of the approximately 8,800 square foot auditorium for Crosby High School located at 300 Pierpont Road, Waterbury, CT 06705 for upgrades including but not limited to the following:
  - a) Replace approximately 750 seats
  - b) Repair of damaged ceiling finishes as required
  - c) Repair of damaged concrete floor throughout
  - d) Replace damaged carpet floor throughout
  - e) Repair of damaged wood flooring as required
  - f) Replace damaged stage curtain and accessories as required
  - g) Address any ADA compliance issues observed
  - h) Address any issues with acoustics observed
  - i) Address any issues with theatrical lighting and AV observed
- Assess the existing conditions of the approximately 18,000 square foot auditorium for Wilby High School located at 568 Bucks Hill Road, Waterbury, CT 06704 for upgrades including but not limited to the following:
  - a) Refurbish approximately 800 seats
  - b) Repair of damaged stair components as required



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- c) Replace damaged ceiling finishes as required
- d) Repair of damaged concrete floor throughout
- e) Replace damaged carpet and resilient floor tile throughout
- f) Replace damaged wood flooring as required
- g) Replace damaged stage curtain and accessories as required
- h) Address any ADA compliance issues observed
- i) Address any issues with acoustics observed
- j) Address any issues with theatrical lighting and AV observed
- Assess the existing conditions of the West Side Middle School located at 483 Chase Parkway, Waterbury, CT 06708 for upgrades including but not limited to the following:
  - a) Address any ADA compliance issues observed
  - b) Address any issues with acoustics observed
  - c) Address any electrical infrastructure and service as required to support upgraded theatrical lighting and AV
  - d) Replace theatrical lighting system and AV
- Assess the existing conditions of the approximately 9,000 square foot Rotella Magnet School located at 380 Pierpont Road, Waterbury, CT 06705 for upgrades including but not limited to the following:
  - a) Replace approximately 100 seats
  - b) Repair of damaged stair components as required
  - c) Repair of damaged ceiling finishes as required
  - d) Repair of damaged concrete floor throughout
  - e) Replace damaged carpet and resilient floor tile throughout
  - f) Repair damaged wood flooring as required
  - g) Repair stage curtain and accessories as required
  - h) Address any ADA compliance issues observed
  - i) Address any issues with acoustics observed
  - j) Address any issues with theatrical lighting and AV observed
- Assess the existing conditions of the approximately 7,000 square foot auditorium for Waterbury Arts Magnet School located at 16 South Elm Street, Waterbury, CT 06706 for upgrades including but not limited to the following:
  - a) Refurbish approximately 143 seats
  - b) Repair of damaged concrete floor throughout
  - c) Replace damaged carpet floor throughout
  - d) Replace damaged stage curtain and accessories as required
  - e) Address any ADA compliance issues observed
  - f) Address any issues with acoustics observed
  - g) Address any issues with theatrical lighting and AV observed
- Once a complete scope of work is determined at each school, manage its implementation via Design Services listed below.
- All work to be coordinated and performed outside of school operating hours. It is assumed that the construction duration will begin at the end of the current school year and completed prior to the beginning of the following



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school year.

**II. Scope of Design Services**

**1) Project Administration and Management Services**

1. Project Administration services consisting of administrative function including:
  - Consultation
  - Research
  - Conferences
  - Communications
  - Travel Time
  - Direction of the work of in-house architectural personnel
2. Discipline Coordination/Document Checking:
  - Coordination of the architect's work and the work of engineering and other disciplines involved in the Project
  - Review and checking of documents prepared for the Project by the architect and the architect's consultants
3. Agency Consulting/Review/Approval
  - Agency Consultations
  - Research of critical applicable regulations
  - Preparation of written and graphical explanatory materials
  - Appearances on the Owner's behalf at agency and community meetings (if required)
  - Planning boards (Building Committee's)
  - User Organizations
4. Owner Supplied Data Coordination, including:
  - Review and coordination of data furnished for the projects as a responsibility of the Owner
  - Assistance in establishing criteria
  - Assistance in obtaining data, including, documentation of existing conditions
5. Schedule Development/Monitoring Services, including:
  - Establishment of initial schedule for architectural services, decision making, design, documentation, contracting, and construction based on determination of scope of Architectural services
  - Review and update of previously established schedules during subsequent phases
6. Presentation services consisting of presentations and recommendations by the architect to the following client representatives:
  - Owner and Owner's Representatives
  - Building Committee's
  - Staff Committee's
  - User Groups



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**2) Pre-Design Services**

1. Programming Services consisting of consultation to establish and document the following detailed requirements for the project:
  - Design objectives, limitations, and criteria
  - Operating procedure
  - Security
  - Communication relationships
2. Existing Facilities Surveys consisting of researching, assembling, and supplementing information for projects involving alterations and additions to existing facilities:
  - Photography
  - Field measurements
  - Review of existing design data
  - Analysis of existing structural capabilities
  - Analysis of existing mechanical (plumbing, fire protection, HVAC) concerning this interior renovation)
  - Review of existing drawings for critical inaccuracies and the development of required measured drawings.
  - Analysis of Hazmat implications to Project. Manage inspections, testing, and reports to be implemented into the project if determined to be required.

**3) Architectural Design / Documentation**

1. During the Schematic Design Phase, responding to program requirements and preparing:
  - Review of Project's Program and Budget.
  - Preliminary floor plans, sections, and interior elevations
  - Preliminary finish boards with selected finishes
  - Outline specification with narrative of building systems and materials.
2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the scope, relationships, forms, size and appearance of the Project through:
  - Plans, sections, and elevations
  - Typical construction details
  - Final material selections and finish board
  - Specifications
  - Equipment layouts and theatrical lighting, catwalk and AV design.
3. During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.



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**4) Special Design / Documentation**

1. Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work based upon current market conditions and supply demand for selected finishes and equipment selected for technology upgrades.
2. Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
3. Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work.
4. Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions for the Work.
5. Preparation of School Construction documentation and forms for plan reviews by the Office of School Facilities.

**5) Materials Research / Specifications**

1. During the Schematic Design Phase consisting of:
  - Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
  - Investigation of availability and suitability of alternative architectural materials, systems, and equipment
2. During the Design Development Phase consisting of activities by in-house architectural personnel in:
  - Development of architectural Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
  - Coordination of similar activities of other disciplines
  - Production of design manual including design criteria and Specifications or material lists
3. During the Contract Documents Phase consisting of activities of in-house architectural personnel in:
  - Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
  - Coordination of the development of Specifications by other disciplines
  - Compilation of Project Manual related to design services
  - Assistance to the Owner, as required, related to bidding and procurement information

**6) Bidding Services**

1. Bidding Materials services consisting of organizing and handling Bidding Documents for:
  - Coordination
  - Reproduction



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- Completeness review
- 2. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
- 3. Bidding services consisting of:
  - Participation in pre-bid conferences
  - Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
    - Optional attendance at bid opening(s)
    - Participation in contractor scope review meetings
    - Review and final approval of materials as required for Value Engineering
- 4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of bids or proposals.

**7) Contract Administration**

1. Submittal Services consisting of:
  - Processing of submittals, including receipt, review of appropriate action on Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents
  - Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.
  - Related communications.
2. Observation Services consisting of:
  - Weekly visits to the site or as otherwise agreed to by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed.
  - Prepare and distribute field observation reports for each site visit, documenting the status of the work and ensuring its accordance with Contract Documents.
3. Supplemental Documentation Services consisting of:
  - Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by the Contractor(s) or the Owner.
  - Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
4. Quotation Request/Change Orders consisting of:
  - Preparation, reproductions and distribution of Drawings and Specifications to describe Work to be added, deleted, or modified.
  - Review and approval of proposals from the Construction Manager / Contractor(s) for reasonableness of quantities and costs of labor and materials.



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BOARD OF EDUCATION**

- Review and recommendations relative to changes in time for Substantial Completion.
5. Contract Cost Accounting Services consisting of:
- Evaluation of Applications for Payment and certification thereof.
6. Interpretations and Decisions:
- Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
  - Rendering written decisions within a reasonable time.
7. Project Closeout services initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
- A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected
  - Determination of the amounts to be withheld until final completion
  - Issuance of Certificate(s) of Substantial Completion
  - Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance
  - Notification to Owner and Contractor of the deficiencies found in follow- up inspection(s), if any
  - Final inspection(s) with the Owner's representative to verify final completion of the Work
  - Issuance of Certificate(s) of Final Completion
8. Record Drawing Services:
- Making arrangements for obtaining from the Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
  - Review of general accuracy of information submitted and certified by the Contractor(s)
  - Transmittal of record documents and general data, appropriately identified, to the Owner and others as directed
9. Warranty Review:
- Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty
  - Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager/Contractor(s) for correction of noted defects

**8) Supplemental Services**

1. Special Studies consisting of investigation, research, and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions, and



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recommendations for:

- Providing special studies for the Project such as analyzing the existing conditions for the presence of hazardous materials.
  - Providing special studies for the Project such as analyzing the existing structure to understand any implications for meeting accessibility requirements and building code requirements.
  - Providing special studies for the Project such as analyzing the impacts of the existing acoustics from within the auditorium as well as negative impacts to adjacent spaces.
2. Special Discipline Consultation, consisting of retaining, directing, and coordinating the work of special disciplines consultants identified from the following list, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
- Life Safety
  - Lighting
  - Acoustics
  - Communications
  - Fire Protection
  - Code Interpretation
  - Specifications
  - Security
3. Selective Demolition Services consisting of:
- Preparation of Contract Documents for selective demolition of existing building components.
  - Preparation of Contract Documents for abatement of existing building components if required by Hazmat analysis during Pre-Design Services.
  - Observation services in accordance with contract administration.

**END OF ATTACHMENT F**





OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**March 22, 2022**

**RFP 7194 Architectural/Engineering Services for the Board of Education (Auditoriums)**

**Please refer to the questions and answers below.**

**Question 1)** The RFP scope includes "address any issues observed with stage lighting and AV".

Will the scope include addressing of any issues observed with the stage rigging?

**Answer:** [Yes.](#)

**Question 2)** a. On page 1, item b, you ask for prior experience working with the OSCGR. There is no other reference in the RFP that we are to assist with that or any other grant process, PREP or PCR meetings, etc.

a. Are these projects being managed via the OSCGR?

**Answer:** [We anticipate the funding through ESSER.](#)

b. If so, are the Ed Specs available to us now?

**Answer:** [Ed specs not needed.](#)

c. If not available, are we to help develop the Ed Specs, Uniformat Estimates, etc.

**Answer:** [Not needed.](#)

d. If not an OSCGR grant project(s) are there any other grant sources or state agencies (OMB?) that will be managing the process/funding that we will have to report to?

**Answer:** [Not applicable.](#)

**Question 3)** How is this project planned on being implemented? a. CM or GC?

**Answer:** [GC \(General Contractor\).](#)

**Question 4)** There is no reference in the RFP for mechanical/HVAC systems evaluations, upgrades or overhauls. However, it was mentioned prominently, and purposely toured, that



mechanical systems are to be included in our fees. Please verify that mechanical systems engineering is to be included in our fees.

a. Verify the instructions at the walkthrough that Waterbury Arts Magnet is not to involve HVAC engineering/systems.

**Answer:** Strictly for auditorium upgrades. No mechanical or HVAC at Waterbury Arts Magnet School or any school as part of your design fees. Please refer to the RFP.

**Question 5)** Item 8, Supplemental Services; please verify that our fees are to include haz mat testing?

a. Since testing is not complete and the haz mat scope may be negative, would the City like the fees not to be inflated needlessly for haz mat design services?

**Answer:** The City of Waterbury will be responsible for all hazmat testing.

i. If not waived, do you want us to include fees for maximum hazardous material involvement?

**Answer:** The City of Waterbury will be responsible for all hazmat testing.

ii. Similar for Haz Mat CA services, do you want us to include haz mat fees for maximum hazardous material involvement?

**Answer:** The City of Waterbury will be responsible for all hazmat testing.

**Question 6)** We were told there is no budget, either construction or total budget. But we are asked for fixed fees for a loosely defined scope.

a. Please provide SLAM's current assessment report that was mentioned as the basis for the RFP during the prebid meeting.

**Answer:** Facility Condition Assessment Report will be provided to the awarded proposer.

**Question 7)** At Crosby School the principal asked for scope not in the RFP.

a. Are we to expand stage left by knocking out walls into the corridor and storage spaces?

**Answer:** No.

b. Are we to base our fees only on the tasks listed in the Attachment F?

**Answer:** Yes.

**Question 8)** In order to save the City extensive A/E fees:

a. Are any AutoCAD data floor plans or data files available for any of the schools, especially Rotella or Waterbury Arts Magnet?

**Answer:** Auto CAD not available.

b. Are any existing construction documents available for any of the schools?

**Answer:** All existing construction documents will be given to the awarded proposer.



c. If not, can you characterize or describe what kind of existing drawings are available for each school?

**Answer:** Not applicable.

d. If not, do you want our fees to include all of the field measuring and drafting of existing conditions for architectural, mechanical, electrical and plumbing conditions?

**Answer:** Not applicable.

**Question 9)** Please verify that construction will be completed during the summer of 2023 or soon thereafter.

**Answer:** Construction will begin the Summer of 2023 with completion by September of 2024.

**Question 10)** Please verify that the construction is intended to be completed for each of the schools concurrently in one phase.

**Answer:** Yes, one phase is to the extent the schedule will allow. This will be discussed with the awarded proposer.

**Question 11)** On the Bid Form Attachment D you have requested that we give TOTAL DESIGN fees for all 6 buildings and for four phases starting with pre-design programming and survey through to construction administration services and closeout. The first phase of the project requires us to perform an extensive survey and condition assessment nevertheless, there is no mention of the budget for the project nor did we find any mention that our services will require cost estimating. Is someone else being hired to prepare cost estimates and the project budget or shall we add this to the AE scope of services?

**Answer:** Please add to your Scope of Services.

**Question 12)** In advance of completing the pre-design programming and budgeting of the project, who would any AE firm be able to determine set fees for the design and construction administration phases?

**Answer:** A/E fees should be based on \$2.5 Million budget.

The scope of and budget of the project being implemented and length of time for construction have a direct relationship to staffing requirements and AE fees. (To give one required task as an example, inspection site visits are required a minimum of once a week during construction. The magnitude of construction cost and length of construction will determine the number of weeks of staffing for construction administration) More typically, the public agency would hire a firm to prepare a scope report and detailed estimates. Once the project budget is approved, that provides



a basis for the firms bidding to submit a bid proposal establishing what their fixed fees would be for Design Phase, Construction Documents and Construction Administration.

**Answer:** The cost estimate should be included in the overall fees.

**Question 13)** Referring to Attachment F: Can you confirm that all items listed under 8-Supplemental Services would be reimbursed separately from fees given on Attachment D.

**Answer:** The City will be responsible for all hazmat services. Please list separately.

**Question 14)** Will the City of Waterbury be hiring and paying for separately, the Certified Special Materials & Testing Inspectors required for particular Special Inspections required by building code during construction. 5) Are necessary asbestos and hazardous material testing and related specifications for acm and hazardous materials removals to be contracted out separately by the City of Waterbury?

**Answer:** Yes.

**Thank you.**

**Maureen McCauley**

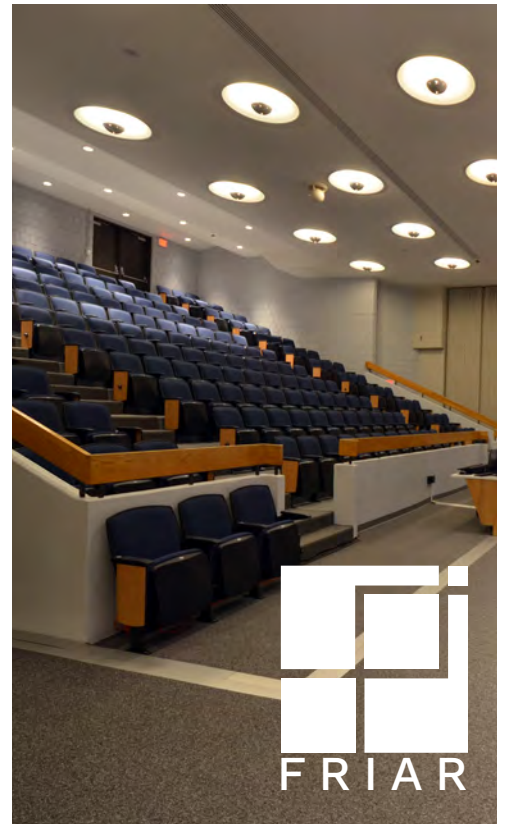
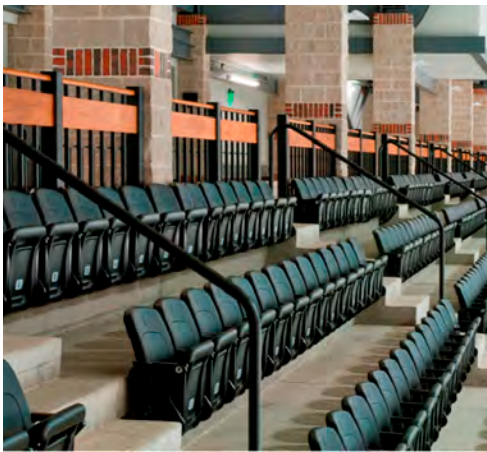
**Assistant Director of Purchasing – City of Waterbury**



# City of Waterbury Auditoriums Assessment & Upgrades

RFP #7194 - Architectural & Engineering Services

March 29, 2022









March 29, 2022

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

**Re: City of Waterbury - Auditorium Assessment & Upgrades Project  
RFP #7194**

Dear Mr. McCaffery:

Thank you for the opportunity to provide our qualifications and proposal for the Waterbury Auditorium Assessment and Upgrades project. In submitting this proposal, Friar Architecture is expressing its commitment to completing a successful project at Crosby, Kennedy and Wilby High Schools, West Side Middle School, Rotella Magnet School and Waterbury Arts Magnet School. Our project team has the comprehensive analysis and design capabilities to ensure all aspects of the auditorium assessment and renovations are complete from concept and design to construction and commissioning. We will provide the level of attention required to complete the various auditorium projects and will outline a Priority of Work based on the available budget and design to that Scope of Work.

By selecting Friar you will gain a committed team with over 48 years of continued experience. Our staff includes licensed architects, interior designers, and building officials as well as a LEED accredited professional. Our background on Waterbury School projects is extensive and exemplary including the construction of Carrington and Wendell Cross Elementary Schools and renovations at John F. Kennedy, Bunker Hill, Chase, Crosby, Generali, Hopeville, Kingsbury, Northend, Sprague, Washington and Wilby Schools.

#### **Catering to Your Needs**

Our team will meet with the City's project stakeholders to address your specific needs. Friar's staff and our consultants will listen to your input, conduct in-depth program reviews and prepare responsive documents. You will find that our background on similar projects is both extensive and exemplary. These projects have ranged from studies and code / energy updates to major additions / renovations and new construction.

Our philosophy focuses on creating a successful collaboration with you, the client. We will develop an understanding of your requirements for each auditorium, including program functions, adjacency needs, safety requirements, project timeline, preliminary budget and other key elements. Besides providing you with access to information about the firm and projects, our website, [www.friar.com](http://www.friar.com), allows us to set up a customized portal. This portal will provide access to key information about your project – such as programming data, a contact list, meeting minutes, cost estimates, etc. This information is only available to those parties involved that you authorize. We will approach the project with a full understanding of your unique and specific goals through open communications with you and others involved.

#### **Project Management**

We offer the City our extensive experience in determining the full scope of program requirements and proven success in presenting projects to obtain the necessary approvals. You will find that the experienced team we have assembled will remain consistent from project initiation through completion, which promotes adherence to the design intent, schedule and budget. Friar maintains regular communication between the disciplines.



When you raise questions or concerns, knowledgeable team members will offer their varied experience and areas of competence to respond in a conscientious, timely manner.

### Process

The Friar team understands the tremendous effort you have undertaken to bring the project to this point. We will build on that information to provide a finished project that meets or exceeds your goals. Our team members will assist you by developing the program, conducting on-site investigations, documenting our findings and presenting solutions. Following approval to proceed, we will prepare design documents and bid packages using Revit and AutoCAD, guide pre-bid meetings, assist with scope reviews, and provide award recommendations. You will receive a cohesive, code-compliant and clear set of construction documents that meets your specific requirements. During construction, we will conduct regular site visits to monitor progress and compliance, maintain close contact with the project stakeholders to keep all parties apprised of the project's status, which helps to minimize delays and costs.

Our team is excited about the opportunity to work with you and other stakeholders on these important auditorium school projects. We attended the walk through on March 14 and acknowledge receipt of Addendum #1, which we have read and understand. If you have any questions regarding our submission, please do not hesitate to contact me.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Mas', is positioned above the printed name.

Michael A. Sorano, AIA

Vice President & Primary Contact

Friar Architecture Inc., 21 Talcott Notch Road, Farmington, Connecticut 06032

Phone: 860.678.1291 ext. 102 Email: [mas@friar.com](mailto:mas@friar.com) Website: [friar.com](http://friar.com)



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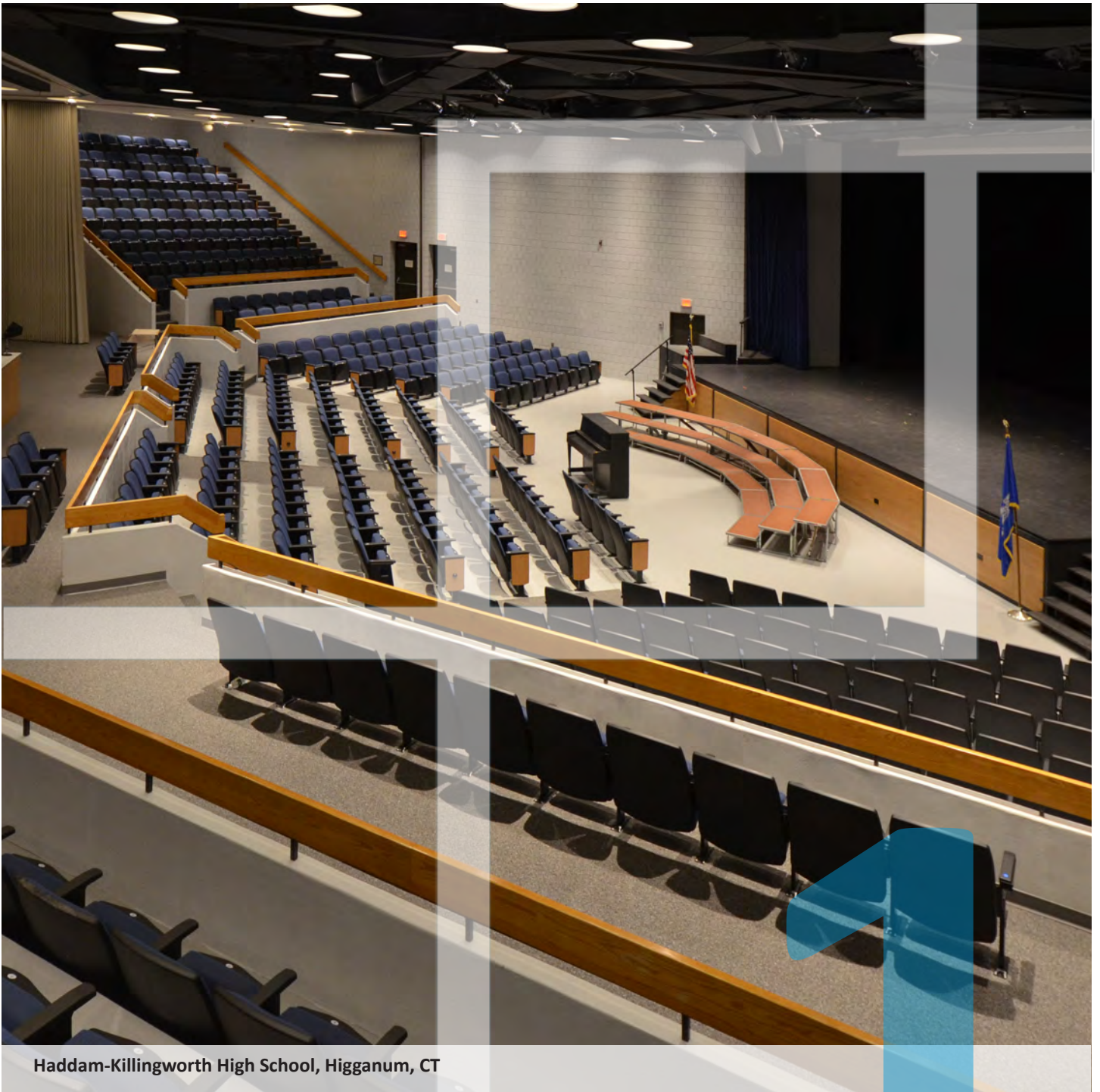
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# Firm Information



Haddam-Killingworth High School, Higganum, CT







## General Information

**Friar Architecture Inc.**  
**21 Talcott Notch Road**  
**Farmington, CT 06032**

Contact:  
Michael A. Sorano, Vice President  
Phone: 860-678-1291 ext. 102  
Email: mas@friar.com  
Website: friar.com



State of CT | Department of Administrative Services  
Supplier Diversity Program  
Certified Small Business Enterprise  
Expires: 10.19.2023

**FRIAR**



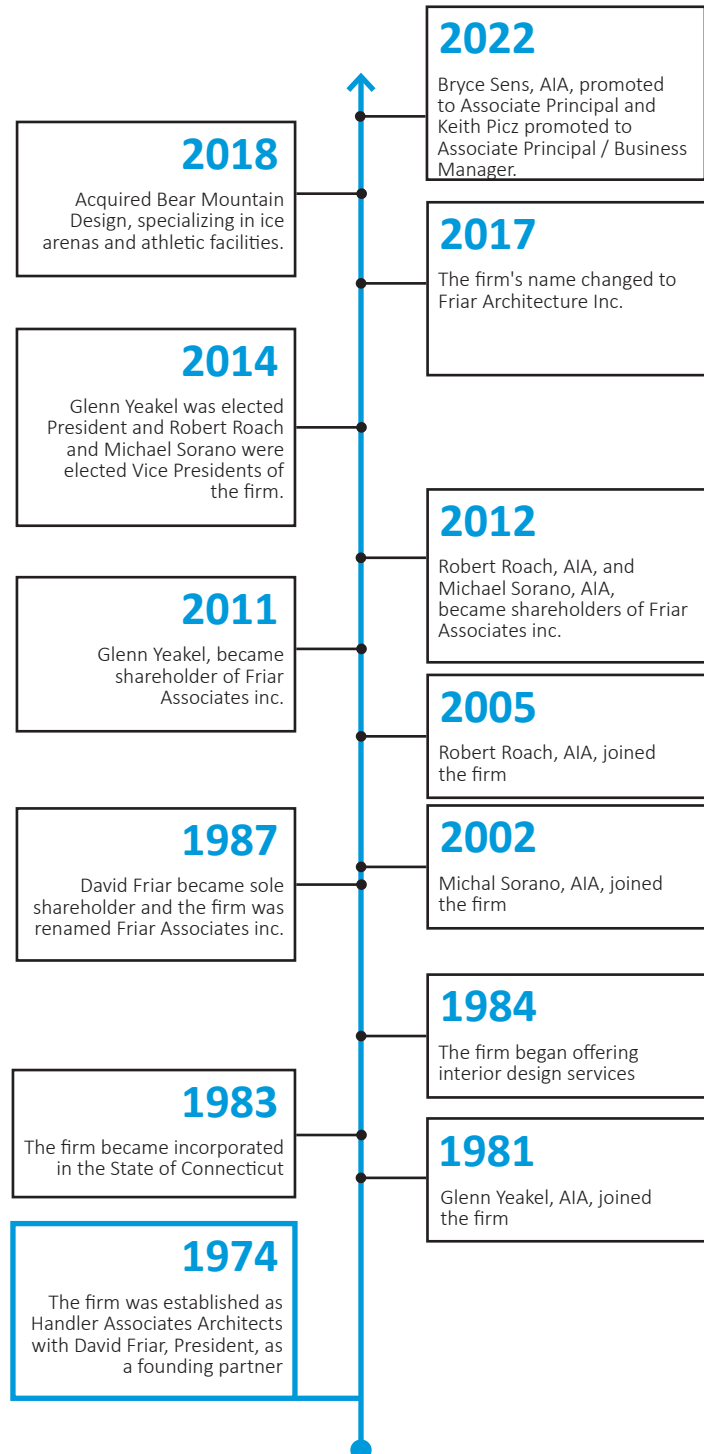
## History & Profile

Our mission is simple: **we are a dedicated team creating responsive solutions, memorable places and lasting business relationships.** Significant company milestones are as follows:

Friar is a well-respected architectural firm with over 48 years in business that offers a wide range of experience, developing building designs and solutions that are well-suited to the client's needs and fall within the available budget.

Friar holds specialized training and experience in a variety of technical areas involved in the evaluation, design and implementation of new or expanded and renovated building projects and related sites.

Using a team approach, we meet design challenges to develop coordinated and responsive solutions. Our clients discover that our experience and approach yield high quality, coordinated designs and construction documents.





# Table of Organization

**Total Staff: 19**  
**Licensed Professionals: 8**





## Our Services

### Architecture

Friar provides complete professional architectural services. These include space planning, existing conditions reports, feasibility studies, conceptual design, sustainable architecture, 3D modeling, construction documents preparation and coordination, grant writing, BIM/Revit documentation, bid process assistance, and contract administration through completion. We address clients' design challenges with well-coordinated and responsive solutions.

### Master Planning

Members of our team work closely to assist clients in determining their facilities needs and develop planning documents to achieve their goals. At the end of the fact-finding process, the team assembles to review all of our findings as a whole. We evaluate the key components that must be addressed, discuss a number creative solutions, and develop a comprehensive report that serves as an excellent decision-making tool for the client.

### Interior Design

Licensed interior designers produce viable solutions that meet each client's specific operational needs. Our team provides the full range of interior design services from programming and space planning, to interior floor plans and furniture/finish/equipment selection, and ultimately to furniture/equipment installations. Using color, shape and textures creatively, they develop attractive environments that operate effectively and with appropriate separation between active, noisy areas and quiet, reflective spaces.

### Landscape Design

We create a variety of landscapes that interface successfully with their surroundings and associated structures. Our services range from existing condition studies and preliminary planning to construction documents production and contract administration services. We guide our clients through the hurdles of obtaining local and state permitting approvals, developing effective pedestrian and vehicular circulation patterns, providing handicap accessibility, and meeting athletic / recreation needs.

### Third Party Code Review

Our firm's State certified building officials not only ensure that our projects meet the current Local and State Building Code requirements, but also lead third party code reviews. Work involves providing a thorough review of plans prepared by others, identifying and documenting areas of concern. We understand the critical nature of an independent review and serve as a reliable resource for completing the necessary documentation and presenting our findings to the Owner.

### Athletic Facilities & Ice Arenas

The firm offers extensive experience in the design and contract administration of athletic facilities for both private and public sector clients. Facilities include athletic fields, gymnasiums, spectator seating, press boxes, concessions and ice rinks. We now specialize in "Net Zero" ice arenas, which will serve as the first of their kind in the US when completed.





## Philosophy / Business Focus / Core Values

**Friar has extensive experience in educational facility design for projects throughout Connecticut. However, we understand that each community is uniquely different, with its own set of criteria for creating a new or renovated educational environment. We bring to each community our understanding and ability to provide the professional services needed to attain these goals.**

### Philosophy Statement

Our mission is simple: **we are a dedicated team creating responsive solutions, memorable places and lasting business relationships.**

### Business Focus

Friar Architecture Inc. is a well-respected architectural firm with over 48 years in business that also provides master planning, interior and landscape design services, third party code review as well as athletic facilities and ice arena capabilities. Friar offers a wide range of experience, developing evaluations and solutions that are well-suited to the client's needs and fall within the available budget.

Friar holds specialized training and experience in a variety of technical areas involved in the evaluation, design and implementation of new or expanded and renovated building projects and related sites. Using a team approach, we meet design challenges to develop coordinated and responsive solutions. Our clients discover that our combination of services yields high quality, coordinated designs and construction documents.

### Core Values

**Responsibility** – meeting our commitments and adhering to ethical standards in our work

**Leadership** – going beyond the expected and providing guidance to others

**Discipline** – focusing on our tasks and working cooperatively to achieve success

**Creativity** – using our imaginations, pursuing our goals with passion and achieving innovative results

**Listening** – Understanding, learning and acting on our clients' needs

**Responsiveness** – taking initiative, communicating effectively and adapting to change

**Diversity** – understanding the different ideas, approaches and needs of others

**Respect** – treating each other with consideration.



## Financial Condition

**Friar averages \$3.5 million in fees annually. Each year we actively work on two major projects in the \$50 million cost range along with 50 - 75 smaller projects that range from \$50 thousand - \$50 million in construction costs.**

Friar Architecture Inc. has been providing continuous services to our clients for over 48 years. During this time we have never missed any financial obligations.

Over 80 percent of our work is related to public K-12 educational facilities. In the last five years we have operated with an annual budget between \$3,200,000 and \$3,400,000. Our bank, Liberty Bank, has approved us for a line of credit and conducts annual reviews and extensions.

Please feel free to contact our financial references listed below. If we are awarded this contract we are willing to provide a additional financial information.

**Mr. David M. Oleasz, CPA**

Harper & Whitfield, PC- Certified Public Accountants  
860.677.9188

**Ken Sklodosky, Senior Relationship Manager**

Liberty Bank  
860.595.3245

**Mr. Kevin C. Leahy, CPA, CFP, CIMA, President**

Connecticut Wealth Management, LLC  
860.470.0383

Our firm is made up of staff averaging over 14 years with the firm. This offers our clients the stability required to complete the project successfully with a team that is proven to work well together to achieve a common goal.



# Project Team



Western CT Academy for International Studies, Danbury, CT





The FRIAR Team



## Firm Principals & Project Team

**President Glenn Yeakel and Vice Presidents Robert Roach and Michael Sorano, all licensed Architects, guide Friar Architecture Inc. in meeting our clients' facilities needs throughout the Northeast Region.**



**Glenn S. Yeakel, AIA, LEED AP**  
President



**Michael A. Sorano, AIA**  
Vice President / Building Official



**Robert W. Roach, AIA**  
Vice President

### Friar In-House Project Team

**Friar's project team has the comprehensive analysis and design capabilities to ensure all aspects of the roof replacement are complete from concept and design to construction and commissioning. This experienced team will remain consistent from project initiation through completion, which promotes adherence to the design intent, schedule and budget.**

**Michael A. Sorano, AIA**  
Vice President / Project Principal

**Bryce R. Sens, AIA**  
Associate Principal

**Michael P. Memmott, Scott M. Mitchell & Jamie M. Young**  
Project Managers

**James T. Wilson**  
Building Official

**Bryan K. Hurlburt**  
Architectural Designer

**James J. Marenzana**  
Construction Administrator / MEP & CA Coordinator / Building Official

**Cristin M. Auten, IIDA**  
Senior Registered Interior Designer

**Nicole T. Nahow**  
Designer

**Jose N. Ramos**  
AutoCAD Coordinator

### Consultants

We propose to work with the following consultants for this project.

**Stage Curtains / Lighting Design / Technology**  
Theater Design Inc  
48 Fair Street, Ste. C3  
Cold Spring, NY 10516

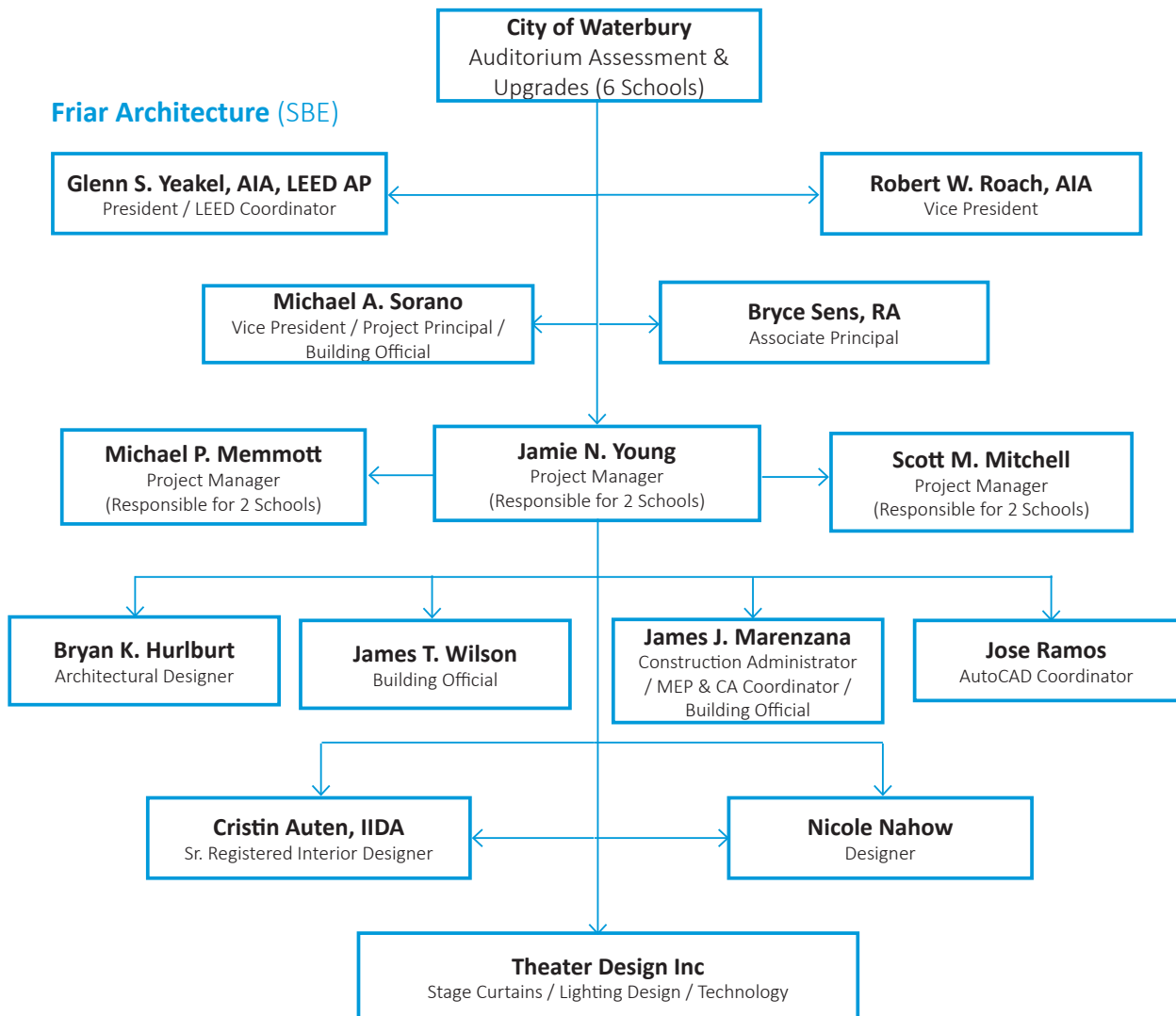
### Specialty Consultants Hired by the City

We will coordinate the various tasks with any consultants hired by the City, as needed.



## Organizational Chart

Friar's experience ranges from studies to multi-million dollar new and renovated structures. Each member of our proposed in-house team—with over 170 years of combined experience—has worked together on numerous projects, including those with our proposed consultants. We are a certified Small Business Enterprise with licensed architects, registered interior designers, a LEED AP and three Building Officials on staff. Key team members are:





## Friar Resumes

### MICHAEL A. SORANO, AIA

Vice President - Joined Friar in 2002

Mike's creativity and experience form the backbone of his leadership approach to design. He guides the project team with his design talents, self confidence and positive attitude. He is an approachable leader with a self-deprecating humor, both of which encourage the open exchange of ideas, enthusiasm and engagement of team members in developing design concepts and solving issues.

#### EDUCATION

Bachelor of Architecture

New York Institute of Technology | 1991

#### CERTIFICATIONS & MEMBERSHIPS

Registered Architect: CT #9866, MA

Registered Interior Designer: CT #3442

AIA Member

DAS Certified Building Official

NCARB Certified

NCARB & ACE Mentor

National Fire Protection Association (NFPA)

#### RELEVANT PROJECT EXPERIENCE

##### **Waterbury School Projects (Project Principal / Architect):**

Cross, Kennedy & Wilby High Schools, North End Middle School, and Bunker Hill, Carrington, Chase, Generali, Hopeville, Kingsbury, Sprague, Washington and Wendell Cross Elementary Schools

##### **Additional Projects:**

Haddam-Killingworth High School Auditorium Renovations

Bethel High School

Carmen Arace School, Bloomfield

C.B. Jennings Elementary School, New London

Science & Technology Magnet High School of Southeastern CT, New London

CREC—Aerospace Elementary School, Rocky Hill

Rocky Hill High School, Renovate as New

Seymour High School

CREC—Academy of Aerospace & Engineering, Windsor

Grove School Student Activities Center, Madison

University of Connecticut On-Call Services

State of Connecticut On-Call Services



**“Very few people can stay as optimistic and excited about a project as Mike can, especially in dealing with the challenges of designing schools.”**



## BRYCE R. SENS, AIA

Associate Principal - Joined Friar in 2002

Bryce simultaneously handles multiple tasks, while managing his time effectively. He is experienced in all project areas: design, scheduling, cost estimation, document production, bid management and contract administration. Managing projects ranging from small to large scope, he assigns team members, handles client outreach and communication, develops schedules, coordinates the work of consultants and prepares contracts. Bryce is willing to help with any obstacles encountered during the course of a project. His goal is to create buildings and spaces that people remember.

### EDUCATION

Bachelor of Architecture Degree

Minor in Business

Philadelphia University | **2002**

Associate Degree in Architectural Engineering

Wentworth Institute of Technology | **1999**

### CERTIFICATIONS & MEMBERSHIPS

Registered Architect: CT #12359

Registered Interior Designer: CT #3784

AIA Member, NCARB Certified,

International Masonry Institute (IMI) 2004 "Team IMI

Masonry Camp", PSMJ Resources, Inc., 2005 Project Managers

Bootcamp, Revit Training

### RELEVANT PROJECT EXPERIENCE

#### **Waterbury School Projects (Project Manager / Architect):**

Cross, Kennedy & Wilby High Schools, North End Middle School, and Bunker Hill, Carrington, Chase, Generali, Hopeville, Kingsbury, Sprague, Washington and Wendell Cross Elementary Schools

#### **Additional Projects:**

Bethel High School, Bethel

Carmen Arace School Re-Roof, Bloomfield

CREC—Ana Grace Academy of the Arts, Bloomfield

Parish Hill High School Re-Roof, Chaplin

Thomas J. Hooker Elementary School Re-Roof, Meriden

Franklin Elementary School Re-Roof, North Franklin

Myrtle Stevens Elementary School Roof Replacement, Rocky Hill

Plantville Elementary School Re-Roof, Southington

Windham Middle School Re-Roof with Solar

CREC—Academy of Aerospace & Engineering, Windsor



**“Bryce has proven himself to be the firm’s visionary, testing and promoting promising trends in design and technology. He defines, articulates and communicates vision and change to keep Friar Architecture timely and relevant.”**



## MICHAEL P. MEMMOTT

Project Manager - Joined Friar in 2019

Mike is a very detail-oriented person who always has his clients and firm's best interests in mind while performing his job. He is involved with all phases of planning, design, and documentation, bidding and construction administration. Mike can be counted upon for his timeliness, accuracy and thoroughness on the project deliverable. Mike has a solid understanding of the balance between design and construction. His consistent work ethic and job prioritization makes working with him easy. He never wavers from his role and never backs down from issues that he believes are in the best interest of the owner.

### EDUCATION

Master of Architecture  
Norwich University | **2005**

Bachelor of Science in Architectural Studies  
Norwich University | **2004**

Studies in Architectural Design  
Norwalk Community College | **2001**

### CERTIFICATIONS & MEMBERSHIPS

AIA Associate Member

### RELEVANT PROJECT EXPERIENCE

Northeast Middle School Improvements, Bristol  
Cheshire Public Schools Entryway Improvements  
Windham High School, Renovate as New  
Board of Education Relocation, Darien  
Coventry Public Schools Roof & Chimney Replacement  
Stamford High School Culinary Room Renovations  
Wethersfield High School, Renovate as New & Addition  
Stamford Fire House Renovations  
Scalzi Park New Bathroom Facilities, Stamford  
Compo Beach Bathroom Facility, Westport  
Blue Back Square Condominiums, West Hartford



**“With Mike, you know what to expect and what he expects of you.”**

**FRIAR**



## SCOTT M. MITCHELL, AIA

Project Manager - Joined Friar in 2021

Scott takes a leadership role in each project. He coordinates construction documents closely with the team's outside consultants. During construction he helps ensure that the client receives the best possible results, monitoring progress and resolving issues in the field quickly.

### EDUCATION

Bachelor of Architecture  
Roger Williams University | 1994

### CERTIFICATIONS & MEMBERSHIPS

Registered Architect: CT #11499  
AIA Member  
NCARB Certified  
CT Listed Historic Architect

### RELEVANT PROJECT EXPERIENCE

CREC Headstart, Windsor  
East Hartford Public Schools On-Call Services  
Loomis Chaffee School Renovations  
New London Superior Court Historic Preservation & Renovations  
Medical Suite Renovations, 143 Murphy Road, Hartford  
St. Francis Hospital, Hartford  
Trinity Healthcare New England  
Danbury Hospital Employee Health Center  
New Horizons Village, Accessible Housing  
CT Old State House Roof & Banister Replacement  
Electric Boat Office Renovations  
Norwalk Hospital McGraw Center for Advanced Learning



**“Scott’s experience as an Architect, and previous experience as an Owner’s Representative and Construction Project Manager provides him multiple perspectives. His goal is to find the right solutions for the project that are equitable for all parties. He truly enjoys researching an issue in depth to find appropriate, effective methods for getting the job done right.”**



## JAMIE M. YOUNG

Project Manager - Joined Friar in 2010

As one of the firm's key project leaders, Jamie is dedicated to providing the client with the best all around project possible. Her involvement consists of developing and communicating designs for the client as well as performing contract administration services during construction. She facilitates communication between the client, construction team and consultants by integrating her design skills and experience into the management of each project.

### EDUCATION

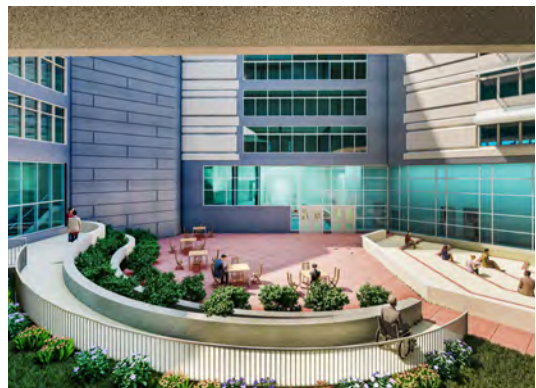
Master of Architecture  
Norwich University | **2008**

Bachelor of Science in Architectural Studies  
Norwich University | **2007**

Associate in Architectural Building & Engineering  
Engineering Vermont Technical College | **2005**

### RELEVANT PROJECT EXPERIENCE

Wendell Cross Elementary School, Waterbury  
CREC—Reggio Magnet School of the Arts, Avon  
CREC—Ana Grace Academy of the Arts, Bloomfield  
Noah Wallace Elementary School, Farmington  
Rocky Hill Public Schools On-Call  
Windham High School, Renovate as New  
Portland Public School Facilities Study & Master Plan  
Newington Town & Public School Facilities Studies  
Willington Public School Facilities Study & Master Plan  
Berlin Town & Public Schools Facilities Study & Master Plan  
Farmington Public Schools Feasibility Study & Master Plan  
South Windsor Elementary Schools Master Plan  
Wolcott School Facilities Condition Assessment  
Windham School Facilities Survey & Master Plan  
University of New Hampshire Facility Survey  
Department of Administrative Services USPFO Warehouse Study  
Whiting Hospital Study, Middletown  
Three Rivers Community College Science Lab Renovations & Door Hardware, Norwich  
UConn On-Call Projects, Storrs



**“Since joining the firm, Jamie has taken on various tasks – from becoming a project leader on major retail projects to assisting with graphic presentations. She is very willing to help others.”**



## JAMES T. WILSON

Project Manager / Building Official - Joined Friar in 2012

Jim takes a leadership role in each project. During the preparation of construction documents, he coordinates closely with the team's outside consultants. Throughout construction he helps ensure that the client receives the best possible results, monitoring progress closely and resolving issues in the field fairly.

### EDUCATION

Bachelor of Architecture Degree  
Oklahoma State University | 2002

### CERTIFICATIONS & MEMBERSHIPS

Honor Graduate Leadership Training Academies United States Army

### RELEVANT PROJECT EXPERIENCE

Danbury High School  
Westside Middle School Academy, Danbury  
Westside Middle School Academy, Sports Field, Danbury  
Wallingford Schools Security Vestibules  
Wallingford Schools Window Replacement  
Natchaug Elementary School Canopies, Windham  
Danbury On-Call Services  
Fire Training Facility, Danbury  
Board of Education Roof Replacement, Bloomfield  
Columbus Elementary School, Bridgeport  
Easton Elementary School  
Middletown High School  
Multi-School Project, Ridgefield



**“Jim’s military background gives him the discipline and drive to succeed in each task and project.”**



## CRISTIN M. AUTEN, IIDA, NCIDQ

Registered Sr. Interior Designer - Joined Friar in 2005

With a particular interest in Universal Design, Cristin strives to design interior environments using products and knowledge to make them accessible to all people. Cristin holds particular expertise in 21st Century Learning Environments, allowing her to guide her clients towards creating modern learning environments which integrate technology and flexible furniture into the built environment. Cristin is experienced in designing corporate and healthcare environments and strives to increase her knowledge and skills through attendance at trades shows and CEUs. Cristin completes full-service interior design services including facilities assessments, existing inventories, programming, space planning, finish selections, construction documents, furniture/fixture/equipment package specifications, bidding and procurement, construction administration, project management and mentoring.

### EDUCATION

Bachelor of Science in Interior Design  
Endicott College | 2004

### CERTIFICATIONS & MEMBERSHIPS

Registered Interior Designer: CT #3728  
NCIDQ Certificate: #023433  
Professional Member of International Interior Design Association (IIDA)

### RELEVANT PROJECT EXPERIENCE

CREC—Reggio Magnet School of the Arts, Avon  
CREC—Ana Grace Academy of the Arts, Bloomfield  
Carmen Arace School, Bloomfield  
Danbury High School  
Westside Middle School Academy, Danbury  
CPBN Learning Lab @ CPTV, Hartford  
Illing Middle School, Manchester  
Northwest Catholic High School, West Hartford  
Sherman School Facility Study  
The Village for Families & Children, Hartford  
The Village South, Hartford  
Jewish Community Center, West Hartford



**“What I find exciting about Interior Design is the potential to positively affect a single moment, an entire day, or a total experience for the user simply by the built interior environment that surrounds them. Well designed spaces that are functional and attractive can make a strong positive impact on the user.”**



## NICOLE T. NAHOW, Assoc. IIDA

Designer - Joined Friar in 2019

Nicole has been with Friar for almost a year now and she is eager to obtain her NCIDQ license once she reaches the necessary amount of work experience. She also intends on pursuing her WELL certification in the future because she believes that improving human and environmental well-being is one of the most important things she can do as a Designer. Nicole's recent experience on public and private schools has equipped her with an abundance of knowledge that can be applied to various areas of commercial design. Her eagerness to learn stems from her general excitement and passion for her everyday work.

### EDUCATION

Bachelor of Fine Arts in Interior Design  
Sage College of Albany | 2019

### CERTIFICATIONS & MEMBERSHIPS

American Society of Interior Designers (ASID) Allied Member  
Associate IIDA Member

### RELEVANT PROJECT EXPERIENCE

Wendell Cross Elementary School, Waterbury  
Danbury Career Academy  
Windham High School, Renovate as New  
Grove School Student Activities Center, Madison  
The Village for Families & Children, Hartford



**“Interior Design will always be about the way people live and function in a space. With an unsinkable passion, I strive to enhance the lives of others through creative and thoughtful designs that inspire, support and heal those experiencing the environment.”**



## JAMES J. MARENZANA

MEP & CA Coordinator / Building Official - Joined Friar in 2013

Jim holds an extensive background in supporting engineering teams with plumbing, HVAC, fire protection, electrical design and drafting. He is deadline oriented and enjoys learning within this ever-changing industry that serves to protect the public. Jim benefits the team with decades of fire protection design and contract administration experience. His primary role consists of coordinating architectural and engineering drawings, conducting in-depth reviews of construction documents with emphasis on engineering systems and code compliance, and providing contract administration services during construction. He is also involved in conducting existing condition reviews for many projects and compiling reports for building evaluations.

### EDUCATION

Architectural & Civil Engineering Program  
Porter & Chester School of Drafting | **1975**

### CERTIFICATIONS & MEMBERSHIPS

DAS Certified Building Official  
AFSA Fire Sprinkler Design Program  
DTI Technologies Inc. AutoCAD Technical Training

### RELEVANT PROJECT EXPERIENCE

Carrington Elementary School  
CREC—Reggio Magnet School of the Arts, Avon  
Danbury High School  
Noah Wallace Elementary School, Farmington  
Rocky Hill High School, Renovate as New  
Stevens Elementary School, Rocky Hill  
West Hill Elementary School, Rocky Hill  
Simsbury Schools Air Conditioning Upgrades  
CREC—Academy of Aerospace & Engineering, Windsor  
Bristol Fire House Re-Roof  
Berlin Town & Public Schools Facilities Study & Master Plan  
Farmington Public Schools Feasibility Study & Master Plan  
Sherman School Facility Study  
South Windsor Third Party Code Review  
Willington Public Schools Study  
Wolcott Public Schools Facilities Condition Assessment  
East Hartford On-Call Services  
University of Connecticut On-Call Services



**“Being exposed to construction at a young age made me decide what I should do with my life.”**







**Theater Design Inc**  
Stage Curtain / Lighting Design / Technology







# Theater Design Inc

## FIRM PROFILE

**Building Better Theaters for the Performing Arts** is the essential philosophy and goal of our office. We are committed to serving the needs of each client with the best practical and economical solutions.

Theater Design has worked on the development of more than 190 performing arts facilities ranging from K-12 to college/university to professional performing arts centers. Our experience in the planning, design and construction of all kinds of theaters throughout the world has informed us about building consensus. We respect diverse viewpoints. We employ simple, jargon-free language to explain ideas and concepts. Theater Design encourages the participation of all parties to bring our clients' visions to life.

Our services include: programing, theater planning, theater equipment design and specification (lighting, rigging, stage machinery, stage lifts, seating, orchestra enclosures), bid documents, construction administration and project close-out. A complete list of services may be found on our website: [www.theaterdesigninc.com](http://www.theaterdesigninc.com).



## TEAM RESUME

### **Michael Mell, President**

Michael Mell is the founder and President of Theater Design. He has participated in the design of over 100 theaters and auditoriums in the US and abroad. In a long career as a theater consultant he has also worked in Broadway theaters, on tour and in television studios as a lighting designer, technical director, stage manager and stage hand.

As a project coordinator for PRG Scenic Technologies, he has been involved with the fabrication and automation of numerous Broadway shows and tours. He has also worked with the Trisha Brown Dance Company, the Dance Theater of Harlem and Rudolph Nureyev and the Boston Ballet. Mr. Mell has taught graduate and undergraduate classes at Sarah Lawrence College, CUNY Queens College and Pace University.

Mell is the author of [\*Building Better Theaters\*](#) published by Entertainment Technology Press (2006) 2nd ed. 2008.

### **Robert Lorelli, Principal Consultant**

Robert A. Lorelli is a Principal Consultant at Theater Design and is one of the leading theater consultants in the United States. He is a mechanical engineer with an extensive and diversified background in theater. Lorelli was chief engineer for one of the largest theater equipment manufacturers in the world, Joseph Vasconcellos, Inc. where he was responsible for the design, manufacturing and installation of theatrical equipment for Lincoln Center for the Performing Arts. He was also the Director of Operations for the New York City Center of Music and Drama.

Lorelli is a member of The American Society of Theater Consultants and the League of Historic American Theaters. He lectures at the Society for College and University Planning at Harvard University and has been an Adjunct Professor at New York Institute of Technology.

Theater Design Inc

[www.theaterdesigninc.com](http://www.theaterdesigninc.com)



**Paul Carbon, Associate**

Paul has been working in performance & creative spaces for over 20 years, with a focus on designing audiovisual systems for permanent installations. He brings a solid understanding of existing and emerging products, but strives to keep technology selection from interfering with the creative process. Striking a balance between 'Latest & Greatest' and 'Tried & True', is crucial in ensuring that projects look and work just as well in 10 years as they did on opening day.

**Scott Sizemore, Technical**

Scott is a designer/draftsperson specializing in Revit and BIM modeling. He has worked for Theater Design for two years with a specialty in theatrical rigging, stage machinery and lighting systems. His work includes permanent installations for K-12, college and professional performing arts facilities.



## K-12 PROJECTS

A complete list of our projects may be found at our website: [www.theaterdesigninc.com](http://www.theaterdesigninc.com).

- Alan Stevenson School, New York, NY
- Andover West Elementary School, Andover, MA
- Arlington CSD, Arlington, NY
- Burt Reynolds Institute for Theatre Training, West Palm Beach, FL
- Cicely Tyson School for Fine and Performing Arts, East Orange, NJ
- Concord Middle School, Concord, MA
- Dennis-Yarmouth Middle School, South Yarmouth, MA
- ELCO High School, East Lebanon, PA
- Exeter High School, Reading, PA
- Falmouth High School Auditorium Falmouth, ME
- Gil St. Bernard School, Gladstone, NJ
- Guilford High School, Guilford, CT
- Haldane Auditorium, Cold Spring, NY
- Harding High School, Bridgeport, CT
- Hempfield High School, Landisville, PA
- La Guardia High School for the Performing Arts, New York, NY
- Lincoln School, Lincoln, MA
- Lincoln School, Providence, RI
- Maloney High School, Meriden, CT
- Newark Arts Magnet School, Newark, NJ
- New Fairfield High School, Fairfield, CT
- New London High School, New London, CT
- Osceola High School, Osceola, FL
- PK Yonge Auditorium, Gainesville, FL
- Oliver Platt High School, Meriden, CT
- Pocono Mountain High School, Swiftwater, PA
- Stonington High School, Stonington, CT
- Stratford High School, Stratford, CT
- Union County Vocational School District, Scotch Plains, NJ
- Waltham High School, Waltham, MA
- West Haven High School, West Haven, CT

Theater Design Inc

[www.theaterdesigninc.com](http://www.theaterdesigninc.com)





1,000-seat theater



400-seat theater

**CICELY TYSON SCHOOL OF FINE AND PERFORMING ARTS, East Orange, NJ**

Theater Design Inc

[www.theaterdesigninc.com](http://www.theaterdesigninc.com)





**VAHALLA HIGH SCHOOL**, Valhalla, NY

Theater Design Inc

[www.theaterdesigninc.com](http://www.theaterdesigninc.com)





**PAWLING HIGH SCHOOL**, Pawling, NY



**AXELROD PERFORMING ARTS CENTER**, Neptune, NJ



## REFERENCES

### **Paul Swartz, Principal**

USA Architects

20 North Doughty Ave

Somerville, NJ 08876

908.722.2300

[pswartz@usaarchitects.com](mailto:pswartz@usaarchitects.com)

### **Michael Losasso, Principal**

Antinozzi Associates

271 Fairfield Ave

Bridgeport, CT 06604

203.377.1300

[MLosasso@Antinozzi.com](mailto:MLosasso@Antinozzi.com)

### **Gary Weaver, Owner**

Tippetts/Weaver Architects

137 North Duke St.

Lancaster, PA 17602

717.394.0553

[gweaver@tippettsweaver.com](mailto:gweaver@tippettsweaver.com)

### **Matt Rice, Principal**

SMMA

1000 Massachusetts Ave

Cambridge, MA 92138

617.547.5400

[mrice@smma.com](mailto:mrice@smma.com)

### **Dan Colli, Principal**

Perkins Eastman

20 Ashburton Place, 8<sup>th</sup> flr

Boston, MA 02108

617.712.2151

[d.colli@perkinseastman.com](mailto:d.colli@perkinseastman.com)

Theater Design Inc

[www.theaterdesigninc.com](http://www.theaterdesigninc.com)



# Experience



Connecticut Public Broadcasting Network Learning Lab at CPTV, Hartford CT







## Friar Experience

# Haddam-Killingworth High School Auditorium Renovation

Higganum, CT

**Client:**

Regional School District 17

**Reference:**

Douglas Rogers, Dir. of Facilities & Construction, CREC  
860.719.9959 / drogers@crec.org

**Size:**

9,000 sf

**Completion Date:**

2019

**Total Project Cost:**

\$750,000

**Services Provided:**

Architecture

Interior Design

Renovation of the 9,000 sf auditorium included: new seating, flooring, stage curtain, custom designed south booth and a bridge connecting the main level with the stage for accessibility.

HKHS has several sell-out theatrical productions and concerts every year, improved acoustics were paramount, but improving the aesthetics and brightening the space was a close second. Working with an acoustics consultant, Friar was able to achieve this by using a stain on the existing unfinished acoustical block walls that wouldn't affect their sound absorption quality. The existing sound system was augmented and speaker locations were revised to ensure all seating sections received the correct decibel level and reverberation.





## Reggio Magnet School of the Arts (New Construction)

59 Waterville Valley Road, Avon, Connecticut

### Size:

67,147 sf

### Completion Date:

December 2013

### Total Project Cost:

\$23,194,960

### Services Provided:

Architecture

Engineering

Interior Design

Landscape Architecture

### Client:

Capitol Region Education Council

### Reference:

Josie Di Pietro Smith, Principal

Reggio Magnet School of the Arts

860.674.8549 / jdipietrosmith@crec.org



This new Pre-K through Grade 5 CREC elementary school was designed following the Reggio Emilia educational philosophy. The program concentrates on the arts—including words, building, movement, drawing, painting, music, sculpture and dramatic play. Classrooms are arranged to create a shared Atelier (studio space) serving three classrooms each. Since student projects and art works play a key part of this educational program, display cases, tack boards and interior viewing windows are provided throughout the school.

**The main Piazza forms the building's central design theme and acts much like the outdoor historic Piazzas found in Italy. While providing a venue for displaying projects and art works, the space also permits group presentations and other functions of varied sizes. The Piazza further serves as circulation space between the classroom areas and the gymnasium / cafeteria spaces.**



A general purpose library provides a variety of reading materials, computers, tables / chairs as well as soft seating areas, librarian's desk, media office, and Media Retrieval Specialist's office. Also included are a workroom/storage room, separate teaching room, book storage closet and A/V storage.

Sitework includes new parking lots, playscapes, athletic fields, and a ground mounted solar array.

**"The firm incorporated our educational theme into the building's design with skill. The Friar team takes an idea and recommendations... and makes sure that the end product reflects our mission and vision."**

**Denise Gallucci**

Former Deputy Executive Director, Superintendent of Schools, CREC

### Awards:

Award of Merit—Institutional  
over \$10 Million—2014  
Associated Builders &  
Contractors of CT—Excellence in  
Construction Award



## Rocky Hill High School (Renovate as New)

50 Chapin Avenue, Rocky Hill, Connecticut

### Client:

Rocky Hill Public Schools

### Reference:

Douglas Rogers, Director of Facilities & Construction,  
Capitol Region Education Council (CREC)  
860.719.9959 / drogers@crec.org

### Size:

152,326 sf

### Completion Date:

2017

### Total Project Cost:

\$49,900,000

### Services Provided:

Architecture

Engineering

Interior Design

Originally constructed in 1981, Rocky Hill High School lacked the upgrades required to support a 21st century educational program. While at the time of construction it met building and space standards, the school could no longer accommodate the needs of 800 students as configured.

The goal: address building limitations identified in NEASC's evaluation and upgrade the building as a model K-12 New England educational environment. Modifications include: providing 12 new science labs; housing special education, as well as arts and language labs; expanding athletic room facilities to serve students in various programs; completing heating/ cooling system upgrades; increasing the cafeteria to allow three waves of 275 students; improving storage capacity; providing technology upgrades; installing a sprinkler system; addressing ADA and other code requirements; replacing the intercom system and improving security; and, providing energy-efficient windows and replacing the roof. Modifications meet Connecticut High Performance Building requirements.

Renovations to the building's Natatorium included accessibility access to the lap pool and viewing mezzanine. **For the auditorium, a new stage rigging and curtain system was added, along with new stage flooring and LED lighting above the stage and auditorium seating area. The new fully-compliant fire protection system includes a deluge system at the proscenium and sprinklers below the stage.**

The Media Center was designed to be a multi-use space. The Media Center not only houses the school's book collection, but also includes computer stations, collaboration areas, and zoned areas for both individual and group work. It includes a flexible book shelf system that allow for reconfiguration as the needs of the library continues to change. The Media Center also includes powered furniture which allows the students quick access to plug ins for laptops and cellphones.





## Western Connecticut Academy for International Studies

Danbury, Connecticut

**Size:**

56,000 sf

**Completion Date:**

2006

**Total Project Cost:**

\$17,741,525

**Services Provided:**

Architecture

Engineering

Interior Design

Landscape Architecture

**Client:**

City of Danbury

**Reference:**

Antonio Iadarola, PE, Director of Public Works

203.797.4537

a.iadarola@danbury-ct.gov



A positive educational experience results from successfully blending a school's facilities with its educational program. With its International Studies theme, this new facility incorporates the seven continents within seven areas of the school. The design reflects the world's widely varied social, geographic, economic and historic backgrounds.

Serving Grades K-5, this 360-student school operates adjacent to the Western Connecticut State University campus. Special features include an amphitheater reflecting ancient European times juxtaposed with state-of-the-art computerized presentation screens and wireless technology. Throughout the school the design facilitates achieving the educational goal of enveloping students in worldwide geography and cultures. Creative elements serve to stimulate students, preparing them to become a positive part of our global community.



**"...(it) highlights the firm's creativity. They carefully blended the school program into the design, providing students with a visual sense of the different continents of the world."**

**Awards:**

Recognized for Educational Design Excellence, American School & University-2007

**Farid L. Khouri, PE**

Former City Engineer, Danbury



## CPBN Learning Lab

Hartford, Connecticut

### Client:

Connecticut Public Broadcasting Network

### Reference:

Meg Sakellarides, Sr. VP & CFO  
860.275.7350

### Size:

20,000 sf

### Completion Date:

July 2013

### Total Project Cost:

\$1,804,591

### Services Provided:

Architecture

Engineering

Interior Design

CPBN teamed with Hartford Public Schools to establish an educational center by renovating two floors of the network's headquarters. The first of its kind in the country, this "hands-on" immersion lab serves as a capstone of the city's Journalism & Media Academy. The lab allows the Academy's seniors—co-taught by Hartford school faculty and CPBN's broadcasting / media professionals—to complete core academics while learning the details of producing TV, radio and online media.

Along with standard spaces, the facility provides TV studios, a green screen room, radio broadcast / control rooms, a 21-seat screening room, a video conference room, multi-media editing suites and audio recording-mixing booths. Gallery spaces showcase student work, and the Museum of Media presents CPBN and state history.

In 2015 the entire CPBN facility is undergoing reprogramming to develop reconfigurations that reflect CPBN's strategic plan. Barriers will be broken down, allowing integrated departments and opportunities for collaboration.

Acoustic treatments prevent noise transmission and special windows and doors allow views to the teaching areas without disturbing on-going activities.



### Awards:

1st Place—Renovation: 2013 ABC of CT, Excellence in Construction—Team Award

Displayed in the ABX 2013 Photo Exhibit by the Boston Society of Architects

**“Important fact or quote pertaining to project. Limit to 1 or 2 sentences or 5 Lines!!Gentiam fugiatum esedis abo. Giam id que aut quam non num que si utem quaesto cum apellorro dolor apicatiaepre”**

Quotee

Position, Location

**F R I A R**



## Sub-Consultant Projects

### Theater Design Inc.

#### **Cicely Tyson School of Fine and Performing Arts, East Orange, NJ**

The current Cicely Tyson School of Performing and Fine Arts was housed in a 60+ year old building that no longer served the curriculum and student body. The new facility offers performing and fine arts training for students in Grades K-12. The elementary school building has a 1,500 s.f. studio theater and a small stage included as part of the cafeteria. The high school has an 800-seat auditorium, a 400-seat auditorium and a 3,600 s.f. black box theater. The auditoriums are each outfitted with rigging, stage draperies, stage lighting, sound and communication systems and seating. The performing arts wing of the high school includes a scene shop, costume shop, laundry, dressing rooms, rehearsal rooms, lobby, loading/receiving area and storage. Theater Design Inc provided programming, theater planning and equipment/systems design.

#### **Axelrod PAC, Monmouth, NJ**

The Jewish Community Center wished to replace their flat floor gymnasium with a real theater. The new 500-seat theater replaces the original flat floor gymnasium which was no longer sufficient to meet the needs of the Community Center nor the performing arts groups who performed there. In addition to the theater itself, new dressing rooms, storage areas and control booths were built. Working with an acoustician and construction manager, Theater Design Inc planned and designed the theatrical equipment as well as seating, sightlines and theater planning for the entire facility.

#### **Allen Stevenson School, New York, NY**

The Allen Stevenson School needed to maximize its physical facilities and accommodate space for future growth. The solution integrated a five-building complex and subdivided the interior into the lower, middle and upper schools so students of the same age could share contiguous services. A common area for all the schools is the theater. The faculty wanted a flexible space to accommodate a variety of performance types and styles. Theater Design Inc provided theater planning.



## Friar Architecture - Waterbury Projects



### Carrington Elementary School

**Size / Services:** 75,000 s.f. - new construction  
**Cost:** \$37,045,326

### Wendell Cross Elementary School

**Size / Services:** 8,000 s.f. - renovation / 80,000 s.f. new construction  
**Cost:** \$46,200,000

### John F. Kennedy High School

**Size / Services:** 5,000 s.f. - media center addition  
**Cost:** \$2,658,169



### Crosby High School

**Size / Services:** 2,000 s.f. - main office & tennis court renovations  
**Cost:** \$100,000

### Wilby High School

**Services:** Exterior Improvements and tennis courts renovations



### Northend Middle School

**Services:** Exterior Improvements

### Generali Elementary School

**Services:** Roof Study

### Washington Elementary School

**Services:** Elevator Study & Grant Application

### Waterbury Schools

**Schools / Services:** Chase, Hopeville, Kingsbury & Sprague Elementary Schools - elevator / ADA improvements  
**Cost:** \$3,100,000







# Project Approach



CREC Reggio Magnet School of the Arts, Avon, CT

2014 - Associated Builders & Contractors, Inc. - Excellence in Construction Award





Heather Conley Photography

### CREC Reggio Magnet School of the Arts

2014- Associated Builders & Contractors, Inc.  
Excellence in Construction Award



Robert Benson Photography

### Academy of Aerospace & Engineering

2016- Associated General Contractors of Connecticut-  
Building Merit Award

2016- Citation, Combined Level Category, American  
School & University's Architectural Portfolio



Robert Benson Photography

### Western CT Academy for International Studies

2007- Recognized for Educational Design Excellence  
in American School & University



Paul Burk Photography

### CPBN Learning Lab

2013- Associated Builders & Contractors, Inc.  
Excellence in Construction Award - First Place  
Renovation



Paul Burk Photography

### Carrington Elementary School

2014- CT Building Congress, Inc. Project Team Award  
First Place K-12 Schools

2013- Associated Builders & Contractors, Inc.  
Excellence in Construction Award First Place  
Institutional



### John F. Kennedy High School

2009- Connecticut Building Congress, Project Team  
Award of Merit



Robert Benson Photography

### Trinity College, Mather Hall Dining

2007- American Builders and Contractors, Inc.  
Excellence in Construction Award



Robert Benson Photography

### Science & Technology Magnet School of Southeastern CT

2009- Schooldesigner.com Collabpetition Platinum  
Award Winner

2007- Starnet Worldwide Design Award Education  
Winner and Grand Prize Winner



Robert Benson Photography

### CREC Aerospace Elementary School

2021- Outstanding Designs Elementary Schools  
2021- Best in Class, Education, CREW



## Project Approach

**Friar has extensive experience in facility design for a broad range of projects. Our goal is to develop a successful collaboration with the client, end users and others involved. We understand that each client is uniquely different, with his/her own set of criteria for creating a new or renovated physical environment. We offer our willingness to listen, depth of understanding and ability to provide the professional services needed to attain your goals.**

Communication helps us to establish priorities, effective solutions and responsive recommendations. Information sharing includes obtaining existing conditions documents, reviewing studies / reports and other pertinent documentation, and holding fact-finding workshops.

Meeting regularly with our consultants, we monitor progress, coordinate the work and conduct constructibility reviews. We work closely with your representatives, State / local authorities and constructors to obtain input, implement any requested changes, expedite approvals and achieve successful project completion.

Strong communications between clients and design teams forms the cornerstone to achieving successful projects. Our approach includes the following steps:

### Project Initiation Process

We will:

- Meet with your representatives to learn the flow of responsibility and who is responsible for making financial, programming, scheduling and other key decisions
- Elicit information on what the most important project decisions are, at what points must certain decisions be made and who is involved in the decision-making process
- Learn who needs to be kept informed to promote project success
- Learn your approach to / procedures for facility planning / construction
- Identify which components need to be addressed as part of the auditorium projects
- Discuss your specific project goals
- Introduce team members and consultants
- Present the design team's initial vision for your input
- Prepare a list of deliverables to be provided.

### Existing Facilities Surveys

To complete the data collection, building / systems evaluation and master planning stages of a project, we:

- Review available data
- Evaluate conditions of the existing facility and grounds
- Determine the building's and site's overall functionality
- Identify existing space utilization and adjacencies
- Document our findings
- Encourage open participation to gain a full understanding of the building's functions / users' needs.

As a result, we develop thorough evaluation reports that serve as an excellent decision-making tool.

### Program Development

To start the design process we:

- Conduct City interviews to establish a full understanding of the environment to be created, actively listening to input provided
- Work with the City to identify the physical building requirements, addressing program, function and adjacency needs
- Interpret the project / budgetary requirements
- Develop well-organized environments that provide adequate resources and are attractive, comfortable and stimulating, as the use prescribes
- Identify the security requirements
- Incorporate rapid advances in technology
- Provide flexibility of spaces / systems to allow for future upgrades
- Provide spaces that allow easy traffic flow
- Develop a detailed schedule
- Collect and organize programming materials for reference throughout the project



- Help the City to communicate the selected architectural solution for gaining approvals.

## Conceptual Design

We review our survey findings and discuss a number of creative solutions within the City's project parameters. Following concept presentations to the City, we evaluate the key components that must be addressed in the design. With the City's input we come to an agreement on the most feasible approach to follow, developing an action plan from the information obtained.

## Schematic Design

Once the concept is established, we:

- Develop the approved design approach with options to address the various project components
- Prepare schematic floor plans, sections, exterior and interior elevations and interior space layouts as needed
- Select a foundation and structural system, preparing preliminary structural framing plans as needed
- Determine circulation and exiting needs, including security measures
- Integrate electrical, mechanical and plumbing systems with available site utilities as needed
- Prepare a preliminary estimate of probable costs based on the option or options and systems / materials selected to this point, along with an analysis of any available grant or rebate funds
- Develop a preliminary schedule, with phasing options if required
- Present the schematic documents to the City to obtain feedback and approval to proceed.

We meet with our consultants to budget and assign available hours, developing schedules that reflect the City's deadlines while permitting proper coordination of the work. We enforce our strict computer-aided design documents standards to develop a coordinated construction set.

## Design Development

During design development we complete the following as needed:

- Foundation and roof framing plans
- Floor plans
- Sections
- Site and landscape plans
- Exterior and interior elevations
- Preliminary finish schedules
- M/E/P systems plans / initial equipment list
- Outline specifications.

Throughout the process, reasonable access to the site / building and key decision makers is critical to the project's success.

## Design Delivery

We recognize that buildings must comply with current code, high performance, handicapped accessibility, functionality and other requirements. Safety features and adequate square footage are critical to serving clients and end users effectively. However, we believe that the physical space must also evoke a positive reaction and provide an atmosphere that reflects its use.

Ultimately, our goal is to provide the highest quality and most creative design possible within the client's available funds and time frame.

## Construction Documents

As the project evolves, we:

- Finalize, coordinate and check the plans for compliance with related federal / state / local regulations
- Present the documents for final approval
- Evaluate costs against the City's budget, substituting systems / materials as needed to address any project discrepancies
- Fine tune the schedule and, if construction will take place during building occupancy, map out a phasing plan
- Prepare any required checklists, submission forms and waiver letters on the City's behalf
- Assemble a set of construction documents that provides clear and complete directions to the constructor.



We work effectively with State and local governing bodies to ensure we meet applicable regulations and attain the necessary approvals.

## Bidding

During the bid phase we:

- Assist with preparation of the bid package
- Guide a pre-bid walk through at the site
- Respond to bidders' questions
- Prepare and issue addenda, when needed
- Review bids and make recommendations for award of the construction contract.

## Contract Administration

Monitoring progress and compliance with the construction documents, we:

- Perform regular site visits
- Attend pre-construction and regular construction progress meetings
- Review requisitions against work actually completed and verify that they show the appropriate retainage, etc
- Prepare and submit change orders, substitution requests, etc. for approval (including verification of prices, quantities and products)
- Review shop drawings and submittals
- Monitor acceptance tests and performance demonstrations, making recommendations to the City
- Conduct a walk-through with the City, constructor and others, as appropriate
- Develop punch lists and monitor completion of these items, occupancy, start of warranties, final payment, etc.
- Meet with appropriate officials at the City's request.

## Construction During Occupancy

We understand that it is critical to keep disruption to ongoing building operations at a minimum. Therefore, we take the following steps:

- During programming and design, work with the City to design modifications with the knowledge that the building will remain in operation during the majority of the construction process
- At completion of construction documents, prepare a construction phasing plan, which is included in the bid documents to make prospective bidders aware of the owner's intentions and requirements
- After contract award, review the phasing plan with the City's representatives and constructor to make any final adjustments
- Meet with the constructor to schedule the work, limiting disruptive construction activities so that they take place after hours
- Hold regular meetings with the City and end users to discuss any issues and confirm that construction is progressing according to schedule.



## Project Considerations

### LEED Certification & CT High Performance Building

President Glenn Yeakel is a LEED Accredited Professional and firm members fully understand the requirements for designing CT high performance buildings. The team:

- Reviews the list of optional standards
- Recommends items most suitable for the client's building and budget
- Evaluates the list during design development, swapping items as appropriate for the specifics of the evolving project.
- Substitutes items based on any new strategies developed during construction documents preparation
- Specifies the final list of items.

The team completes any related documentation required, including State reports that must be filed during the process.

### Integrated Design Approach

Integrated design considers all building systems and components as a whole. Bringing together the various disciplines, we see how decisions in one area can impact another. Through discussions, charrettes, modeling and simulations, we achieve a high performance building—resulting from collaboration and trade offs. We also help clients realize optimized building systems, avoided redundancies and efficiency of materials.

### Alternative Design Approach / Value Analysis

Along with monitoring costs through the preparation of estimates, alternative design approaches are identified and developed. Our project team works together to discuss available options and determine the effect of modifications on other building components and systems. If ideas developed during “brainstorming” sessions will reduce costs without adversely affecting the final design or its ability to meet the program, modifications are implemented. We emphasize taking measures to maximize cost savings throughout the building's life, not merely construction costs.

Value engineering methods enable the client to receive an equally aesthetic, effective and enduring building as that initially designed, yet at a lower cost.

### Building Safety

We understand the need for stringent safety measures within buildings utilized by the public relates to a number of factors, such as:

- Environmental concerns
- Natural disasters
- Fires
- Accidents or attacks / shootings.

Facilities need to address the client's emergency operations plans in these situations. We evaluate the types / causes of potential dangers, notification / warning systems, internal / external communication systems (including interaction with first responders), safe zones, and evacuation routes.

Other security concerns include providing separation between parking and structures, strengthening the building envelope, securing points of entry, creating safe egress, providing healthy air quality and securing mechanical rooms.

### Building Information Modeling (BIM)

When appropriate we have the ability to utilize the benefits of BIM software in all project phases, as follows:

- During conceptual design we present clients with 3D models / renderings that show how the completed project will look
- During construction documents development we utilize the software to develop schedules, elevations, area calculations and material types specification
- During production we finalize and coordinate the drawing sets with our consultants and, when available, gain the construction manager's input.

BIM is an invaluable tool in expediting the decision-making process and allowing coordination of project data.



## Meeting Schedules / Budget Development / Tracking Costs

**The basis for minimizing schedule and budget overruns is a full understanding of the client's needs. Programming staff assists the project manager in determining the project scope prior to developing the approved design approach. By obtaining this information early in the process, fewer changes are needed during the preparation of design / construction documents.**

### Quality Control

Our quality control process includes:

- Focusing on thorough programming at project commencement to develop responsive solutions
- Conducting a design critique at conclusion of the schematic design phase
- Performing a secondary review upon completion of design development documents
- Providing a full document review at 90-95 percent completion of the construction documents.

This process allows us to catch any discrepancies between plans and specifications and between the documents of the various disciplines, reducing hold ups and extra charges during construction.

### Meeting Schedules

We work with the Client to meet scheduling requirements as follows:

- Prepare a detailed schedule from project initiation through final completion based on your specific deadline
- Break the project down by phase and task
- Allocate staff based on their unique expertise and training
- Add staff as needed to meet critical deadlines
- Utilize project management and time / billing software to track progress
- Hold regular meetings to monitor completion against project milestones
- Address deviations from the schedule promptly
- Utilize our depth of experience to assign time based on completed projects of similar scope / size.

### Budget Management

To design within available funding for each project, we:

- Develop a workable preliminary budget with the City
- Monitor projected construction costs during plan development
- Maximize the use of any grant reimbursement or rebate programs available for the project
- Prepare cost evaluations at completion of the design and construction documents phases
- Remain current with changes in the construction market—such as material shortages and workload of area contractors—and determine how they may affect project costs.

### Tracking Costs

We take the following approach to cost control on all projects:

The project team reviews the owner's preliminary project budget, which is then broken down into construction dollars and owner's soft costs. The construction dollars are divided between site, building, mechanical, and electrical budget line items based on preliminary project program assumptions. This forms a basic estimate for project budgeting purposes.

During the design development phase, our team gathers cost information from several sources: client representatives, construction managers, manufacturer's representatives and cost estimating consultants. This information is translated into a cost analysis spreadsheet, which is judged against the original construction budget. If the figure obtained through this analysis exceeds the budget, the client and project team decide whether to proceed, cut back or move toward developing program-related alternates.



## Timeline

Phase	Period
Anticipated Contract Award	May 1 (anticipated), 2022
Scope Meeting	May-June, 2022
Existing Conditions Review	May-July, 2022
Schematic Design / Design Development Phase	June-July, 2022
Construction Documents	August, 2022
Approvals	September, 2022
Bid Phase	October, 2022
Award	November, 2022
Construction	December 2022-September 2023



# City Forms



**Carrington Elementary School, Waterbury, CT**

2014 - Connecticut Building Congress, Inc. - Project Team Award, "First Place K-12 Schools"

2013 - Associated Builders & Contractors, Inc. - Excellence in Construction Award, "First Place Institutional"







**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20\_\_)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

Bunker Hill & Washington Schools Elevator Additions

(Service or Commodity Covered by Contract)

2021-2023

(Term of Contract)

-----  
Wendell L. Cross Elementary School Architectural Services

(Service or Commodity Covered by Contract)

2018-2022

(Term of Contract)

-----  
(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐


---



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



**CITY OF WATERBURY  
BOARD OF EDUCATION**

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

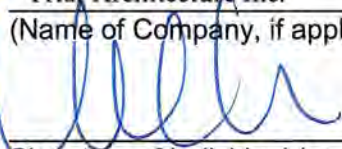
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Friar Architecture Inc.

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

March 29, 2022

Date

Michael A. Sorano, Vice President

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Friar Architecture Inc.  
21 Talcott Notch Road  
Farmington, CT 06032

Print Name and Title of Authorized Representative:

Michael A. Sorano, Vice President

Signature of Authorized Representative:

Date: March 29, 2022



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: Farmington

County of Hartford

Michael A. Sorano, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Vice President of Friar Architecture Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Glenn S. Yeakel	President	12/12/65	40
2	Michael A. Sorano	Vice-President	2/27/64	25
3	Robert W. Roach	Vice President	1/4/71	25
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1					
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1			
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Name of Partnership/Business



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
 Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
 Address of Business

State of \_\_\_\_\_ )  
 ) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
 he/she answers to the foregoing questions and all statements therein are true and  
 correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
 (Notary Public)  
 My Commission Expires: \_\_\_\_\_

**For Corporation**

  
 \_\_\_\_\_  
 Witness

Friar Architecture Inc.  
 \_\_\_\_\_  
 Name of Corporate Signatory

21 Talcott Notch Road, Farmington, CT  
 \_\_\_\_\_  
 Address of Business

Affix  
 Corporate  
 Seal



By: Michael A. Sorano  
 \_\_\_\_\_  
 Name of Authorized Corporate Officer

Its: Vice President  
 \_\_\_\_\_  
 Title



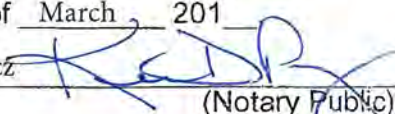
**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

) SS Farmington

County of Hartford )

Michael Sorano being duly sworn,  
Friar Architecture Inc.  
deposes and says that he/she is Vice President of \_\_\_\_\_ and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 29th day of March, <sup>2022</sup>~~201~~  
Keith D. Picz   
(Notary Public)

My Commission Expires: 10/31/22



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT C**

**Non-collusion and Acknowledgement Affidavit of the Proposer**

(Must be submitted as part of Proposal)

**KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET, ROOM 103  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

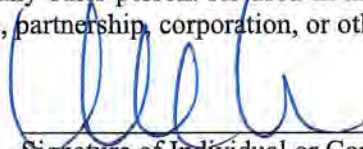
1	March 22, 2022	4	_____
2	_____	5	_____
3	_____	6	_____



**CITY OF WATERBURY  
BOARD OF EDUCATION**

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

06-1073712  
Social Security Number  
or Federal Identification Number

  
Signature of Individual or Corporate Name  
*Connecticut*

Michael A. Sorano  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name: Michael S. Sorano

By: Vice President  
(Title)

Business Address: 21 Tolcott Notch Road, Farmington, CT 06032  
(City, State, Zip Code)

Phone: 860-678-1291 ext. 102

Date: March 29, 2022

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

**END OF ATTACHMENT C**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT E  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

NAME: Michael A. Sorano

BUSINESS NAME: Friar Architecture Inc. ( ☒ ) Corporation

( ☐ ) Partnership

OFFICE ADDRESS: 21 Talcott Notch Road, Farmington, CT 06032 ( ☐ ) Individual

( ☐ ) Joint Venture

( ☐ ) Other \_\_\_\_\_

PRINCIPAL OFFICE: 21 Talcott Notch Road, Farmington, CT 06032

BUSINESS TELEPHONE NUMBER: 860-678-1291 ext. 102

BUSINESS FAX NUMBER: N/A

BUSINESS EMAIL ADDRESS: mas@friar.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

48

2. How many years has your organization been in business under its present business name?

5 years

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: 1983

State of Incorporation: Connecticut

President/Member: Glenn S. Yeakel

Vice Presidents/Members: Michael A. Sorano & Robert W. Roach

Secretary/Member: Robert W. Roach

Treasurer/Member: Glenn S. Yeakel



**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Operation: \_\_\_\_\_

Officers and Titles:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

Windham High School (Renovate as New / 2018-2024) Dollar Value \$112,329,000

Ellsworth Avenue Elementary School (School Annex 2020-2022) Dollar Value \$10,000,000

Head Start Swift Building (Renovation 2022) Dollar Value \$3,000,000

Manchester Public Library (Renovations 2022-2024) Dollar Value TBD

On-Call Services Ongoing (Manchester, East Hartford, University of Connecticut & State of Connecticut) Dollar Value Varies

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? No

If YES, please explain circumstance(s):

\_\_\_\_\_

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CITY OF WATERBURY  
BOARD OF EDUCATION**

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7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

---

N/A

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8. List your major equipment available for this contract.

Hewlett Packard PageWide XL 4100 / Cannon Pro 9000 Color Printer / Xerox Primelink C9065 /  
Autodesk Building Desite Suite (REVIT) / AutoCAD Architecture / AutoCAD Full & LT Versions /  
Sketchup / Microsoft Office (Word / Excel / Access / Powerpoint / Outlook / Publisher) / Adobe  
Creative Cloud (Indesign / Photoshop / Illustrator)

---



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9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

Vice President, Michael A. Sorano (Office: 860-678-1291 ext. 102 / Cell: 860-250-4289)  
 (Title) (Name / Telephone Number)

Associate Principal, Bryce R. Sens (Office: 860-678-1291 ext. 204 / Cell: 860-985-2894)  
 (Title) (Name / Telephone Number)

\_\_\_\_\_  
 (Title) (Name / Telephone Number)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

10. Dated at Farmington this 29th day of March, 2022

Name of Contractor:

Michael A. Sorano

By: Friar Architecture Inc.

Michael A. Sorano

(Print and sign name of duly authorized principal)

Title: Vice President

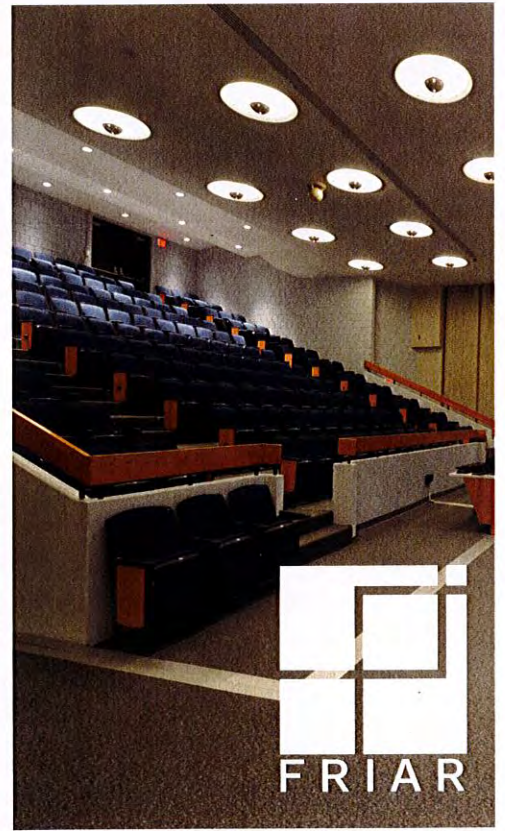
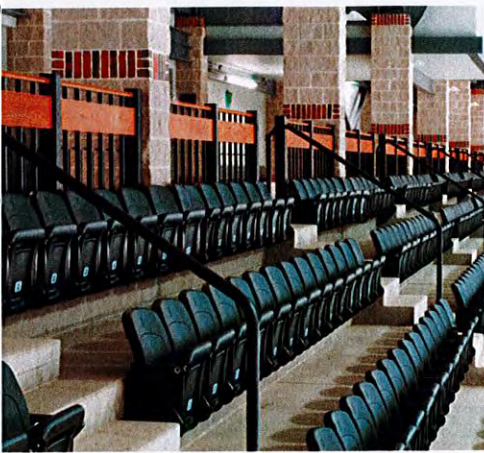
**END OF ATTACHMENT E**



# City of Waterbury Auditoriums Assessment & Upgrades

RFP #7194 - Price Proposal

March 29, 2022





**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date: March 29, 2022

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Friar Architecture Inc.  
(Print or Type Company/Corporate Name)

21 Talcott Notch Road, Farmington, CT 06032  
(Print or Type Business Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**PRICE PROPOSAL**

DATE: March 29, 2022

FIRM: Friar Architecture Inc.

Project: Architectural / Engineering Design Services

RFP # 7194

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this RFP. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well. The fee proposal shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission.

Design Phase	Auditorium Upgrades					
	Kennedy	Crosby	Wilby	West Side	Rotella	WAMS
Pre-Design/Schematic Design/Design Development	\$ 10,200	\$ 10,200	\$ 10,200	\$ 10,200	\$ 10,200	\$ 10,200
Construction Documents	\$ 13,600	\$ 13,600	\$ 13,600	\$ 13,600	\$ 13,600	\$ 13,600
Bid Support	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700	\$ 1,700
Construction Administration & Project Closeout	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500
<b>Subtotal - All Above</b>	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000
Contingency - 10%	\$ 3,400	\$ 3,400	\$ 3,400	\$ 3,400	\$ 3,400	\$ 3,400
<b>Total Design Fees for Project</b>	\$ 37,400	\$ 37,400	\$ 37,400	\$ 37,400	\$ 37,400	\$ 37,400

**END OF ATTACHMENT D**





# PROPOSAL FOR SERVICES

Proposal #660656

April 13, 2022

Bryce Sens, AIA

## FRIAR ARCHITECTURE

21 Talcott Notch Road  
Farmington, CT 06032

Project: Waterbury Auditorium Renovations

Six Schools:

Kennedy

Crosby

Wilby

West Side

Rotella

WAMS

Bryce Sens:

D'Agostino & Associates (DA) is pleased to have this opportunity to present this proposal to FRIAR ARCHITECTURE for technology, audio-visual, and physical security design & support services for the above-mentioned project (Owner). The services defined within this proposal encompass a range of activities we believe will be required by the Owner for the design & documentation of the Technology, Audio-Visual, and Security related systems for this project.

### 1) SUMMARY

Our technical support team will work with FRIAR ARCHITECTURE and the Owner to coordinate all aspects of the technology systems defined within this proposal with other services (e.g. Electrical, HVAC, Mechanicals & Environmental requirements) and report to FRIAR ARCHITECTURE in the fulfillment of our services defined within this proposal. These services include meeting attendance for coordination with FRIAR ARCHITECTURE and other trades as mandated by this project. Our support team will seamlessly integrate ourselves within the overall project structure to provide our services in the most efficient manner.

### 2) OBJECTIVE

Under the direction of FRIAR ARCHITECTURE, DA's team will provide services to include Narratives, Designs, Budgetary Pricing Models, Bid Documentation, Bid Management, and Construction Administrative Services for the following systems:

#### A. Voice, Data, Video & Security Cabling Infrastructure

1. Define & design horizontal cabling infrastructure for the voice, data, video and security systems within the workspaces which shall include documentation of pathways, labor, all devices, installation procedures, & testing requirements.
2. All new horizontal cabling shall terminate within an existing Data Room.

#### B. Telecommunication Rooms Design

1. Define modifications to the existing racks and cabinets to accept the new horizontal ethernet cabling.
2. Define & design devices including field terminations, as required.



C. Public Address System

1. Define & design speakers to integrate into the existing public address headend and the required equipment defined by the Owner and create proper bid documentation to solicit qualified bids.

D. Auditorium Audio-Visual Theatric System

1. Define & design the required equipment as defined or requested by the Owner to create proper bid documentation for the solicitation of qualified bids for audio-visual system.
2. These systems shall include key-note speaker and theatric audio-visual systems as defined by the Owner and typical of a Middle & High school/facility.
3. These systems shall include an ADA compliant assisted listening system.
4. This proposal does not include acoustical design or lighting systems.
5. Refer to Appendix at the end of this proposal to see proposed scope and budgetary estimate for Audio-Visual Systems.

E. Physical Security Systems

1. Define the following security systems to integrate into existing security headend systems to meet the needs of the Owner:
  - a. Intrusion detection and alarm system including sensors, keypads, and all required devices for a complete system as required.
  - b. Access control system credential readers, servers, & peripheral devices as required.
  - c. Video surveillance system of cameras, a video management system, and all servers and storage devices required for a complete system as required.
2. Assist this design team with physical security related decisions that will affect this renovation.

### 3) SCOPE OF SERVICES

The first priority of DA's support team will be to perform a "Requirements Analysis" with the Owner and appropriate staff to define the required system(s) parameters and formulate technology recommendations, narratives, budgetary models and bid specifications as required by the program.

A. Client Interviews – Program Requirements

1. Our Senior Designers will meet with the technology and security stakeholders to understand the program requirements, standards, and requests of the Project Stakeholders.
2. Our office will prepare detailed questionnaires to be reviewed with the Stakeholders in preparation and for discussion at the scope review meetings.
3. Technology Interviews shall include:
  - i. Meeting with the technology Stakeholders to determine the technology requirements of overall program including cabling preference and discussion of the devices that will be supported by the cabling system.
  - ii. Audio-visual system requests and requirements of these spaces.
4. Security Interviews shall include:
  - i. Meet with security Stakeholders and/or security committee to review the overall program requirements.
  - ii. Review of the School Safety Infrastructure Council's report with the Security Stakeholders explaining how the mandates may affect their facility and Security System preferences.

B. Interface with Design Team

1. Attend weekly project coordination meetings, as requested, pertaining to the technology, audio visual, and security related systems.
2. Weekly or Bi-Weekly Revit Model Publishing to the design team, per project requirements.
  - i. DA's model shall have every wall or ceiling mounted device modeled for coordination with the Design Team.
3. Provide power and cooling requirements to the MEP design team as required of the audio visual and security systems.



4. Coordination of the Door Hardware design and specifications to ensure proper integration with the access control system, as required.

C. Narratives

1. DA shall create all narratives requested by FRIAR ARCHITECTURE for all systems defined in Article 2 of this proposal.

D. Budgetary Estimates

1. DA shall create detailed budgetary models for all technology systems indicated within Article 2 of this proposal as requested.
2. DA shall collaborate with FRIAR ARCHITECTURE and the Owner to modify and adjust the technology and security systems to achieve a satisfactory budget.

E. Bid Documentation

1. DA's Bid Documentation Package shall include detailed written specifications and architectural drawings of each system indicated within Article 2 of this proposal.
2. The written specifications shall adhere to the most recent MasterFormat requirements. These written specifications shall describe the desired systems and include detailed descriptions for every major product to be used within the construction of these systems. The written specifications shall mandate installation procedures and testing constraints for each technology and security system indicated within this proposal.
3. Detailed architectural drawings shall describe the locations of each device. These drawings and or specifications shall include plan views, riser & wiring diagrams, and all pertinent documentation required to obtain a completely installed system for each technology system indicated within Article 2 of this proposal.
4. All bid documents shall comply with all State Department of Education requirements and shall be presented and packaged in the format necessary to gain approval from the State Office of School Construction Grants (OSCG).

F. Bid Management

DA shall provide the following support services:

1. Prepare all documentation to solicit competitive pricing from GC and/or contractors.
2. Respond to all Requests For Information.
3. Issue all supplemental information (if required) for a complete bid response of the bidding contractors.
4. Analysis of all bid submittals.
5. Make recommendations for each technology and security system to FRIAR ARCHITECTURE and the Owner as required.

G. Construction Administration Services

The following Construction Administration services shall be included for all of the technology systems defined within this proposal:

1. Respond to all Requests For Information.
2. Review and comment on all product submittals.
3. Perform periodical and final installation site inspections and issue progress reports and punch lists.
4. Track and confirm vendor compliance to contractual obligations.
5. Track and verify all change order requests.
6. Coordinate change order requests and ensure implementation.
7. Perform periodic and final inspections for verification of the specified systems.



8. Inspect and confirm vendor compliance with all final punch list items for a complete system.

H. On Site Visits:

1. DA shall attend a maximum of (12) twelve on site project meetings; for project and planning meetings with the Owner, installation contractors, GC, CM, and FRIAR ARCHITECTURE as required for informational meetings and to ensure that the technology installations as defined within our discipline are coordinated, scheduled, and installed per our construction specifications.

#### 4) EXCLUSIONS

- A. Commissioning of any system or assembly of systems defined within this proposal.
- B. Procurement or installation of any system or assembly of systems defined within this proposal.
- C. Scheduling and managing the staff of contractors for any system or assembly of systems defined within this proposal.
- D. Data Room design, power and cooling calculation requirements.
- E. Distributed Antenna Systems (DAS)
- F. Network Active Electronics
- G. Servers, SANS, and Firewalls
- H. Uninterrupted Power Supplies and PDU's.
- I. Wireless Access Points and controllers or cloud based managed systems.
- J. Phone System – VoIP.
- K. Digital Messaging Signage and digital messaging software.
- L. Desktop Equipment; computers, mobile devices, printers, and peripherals.
- M. Acoustical design or theatrical lighting systems.
- N. Creation or recommendations of Emergency / Security Operation Policies and Procedures

#### 5) PRICING

Payment schedule for selected services shall be billed in monthly increments and based on the progress of each phase. As a reference, the phasing costs are as follows:

Base Construction Fee \$ 90,000

Fee per High School: \$ 18,000

Fee per Middle School: \$ 12,000

#### 6) CHANGE CONTROL

- A. Either the Owner or DA may propose a change (an addition, deletion, or other revision to the statement of work). A customer change request/authorization form will be used to communicate changes. The form will describe the change and the effect the change will have on the project. The form must be signed by both of us to authorize the implementation of the change.
- B. If both parties are unable to agree on the amount by which the charges will be increased or decreased, and, if in the Owner's opinion, the work must proceed before an agreement can be reached, a not-to-exceed amount shall be mutually agreed upon. A change request/authorization will then be executed to:
  1. Proceed with the work as far as the not-to-exceed amount will allow.
  2. Keep daily records of all labor employed in connection with such work.

#### 7) TERMS & CONDITIONS

- A. FRIAR ARCHITECTURE shall provide architectural files to D'Agostino & Associates in .DWG or .RVT electronic format. D'Agostino & Associates assumes that all background drawings are available in this type of electronic file format.



- B. Pricing presented under this proposal shall remain valid for 60 days from the date of this proposal.
- C. Payment schedule for services shall be billed in monthly increments and based on the progress of each phase.
1. Unless otherwise noted within FRIAR ARCHITECTURE's master agreement with the Owner, DA's billing shall be paid in full within a Net 60 days, which allow 30 days for payment to be received by the owner, and an additional 30 days for the payment to be received by DA. Should payments exceed the Net 60 days, notification of such will be made to FRIAR ARCHITECTURE, which may result in a "Stop Work" condition as authorized by DA, until payments are made in their entirety.
- D. Design Responsibility – DA employees and design consultants are not licensed architects or engineers. DA does not provide architectural or engineering services, nor provide an architect's or engineer's professional seal on contract documents. DA will not accept any architectural or engineering responsibility or liability for safety and code compliance.
- E. Reimbursable Expenses are included within this proposal.
- F. In the event that additional site visits are requested by either FRIAR ARCHITECTURE or the owner, which are in addition to those indicated above, an additional fee of \$1,800 per man per visit shall be incurred by FRIAR ARCHITECTURE and shall be in addition to this proposed fee.
- G. In the event that the construction schedule extends past its planned completion date derived at construction commencement and, caused to issues unrelated to DA, DA shall negotiate a fair and equitable hourly rate to complete this project on a T&M basis.

## 8) SIGNATURES

D'Agostino & Associates Proposal #660656  
Project: Waterbury Auditorium Renovations  
Six Schools

Agreed to By:

FRIAR ARCHITECTURE:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

D'AGOSTINO & ASSOCIATES, LLC:

Signature:  \_\_\_\_\_

Title: Founder & CEO

Name: Marc J D'Agostino

Date: 04/13/2022



## APPENDIX

### Audio-Visual System Scope & Rough Order of Magnitude Estimate

#### 1) HIGH SCHOOL AV SYSTEM

ROM Estimate: \$300,000.00 - \$350,000.00

- a. QTY (16) Wireless Microphones including Wireless distribution system
- b. Left / Center / Right Main Speakers
- c. Subwoofers
- d. Front Fill speakers on stage
- e. Delay Fill speakers located mid-house, as required
- f. Wired microphone inputs throughout the stage, backstage, and house / mix projection booth
- g. Digital mixing system including digital distribution of audio from stage to front of house – dependent on pathways
- h. Blu-Ray Player at stage and house mix position
- i. BYOD connectivity at stage and house mix position
- j. Bluetooth audio connectivity at stage and house mix position
- k. AV Cabinets and Enclosures
- l. Amplifiers
- m. Matrix Switcher for AV distribution
- n. Audio / Ethernet Patch Bays if required
- o. Digital Signal Processors
- p. Digital Recording Servers if required
- q. Video input on stage and mix position
- r. Large format screen
- s. Large format laser projector
- t. Touch panel control on stage and at mix position
- u. Camera recording system
- v. Capability to stream media over network
- w. ADA Compliant Assisted Listening System

#### 2) MIDDLE SCHOOL AV SYSTEM

ROM Estimate: \$200,000.00 - \$250,000.00

- a. QTY (8) Wireless Microphones including Wireless distribution system
- b. Left / Center / Right Main Speakers
- c. Wired microphone inputs throughout the stage
- d. Digital mixing system including digital distribution of audio from stage to front of house – dependent on pathways
- e. Blu-Ray Player at stage and house mix position
- f. BYOD connectivity at stage and house mix position
- g. AV Cabinets and Enclosures
- h. Amplifiers
- i. Matrix Switcher for AV distribution
- j. Digital Signal Processor
- k. Video input on stage and mix position
- l. Large format screen
- m. Large format laser projector



- n. Touch panel control on stage and at mix position
- o. ADA Compliant Assisted Listening System



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT D  
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked  
"Confidential: Price Proposal.")**

Date: March 29, 2022 (Revised 04-14-22)

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Friar Architecture Inc.  
(Print or Type Company/Corporate Name)

21 Talcott Notch Road, Farmington, CT 06032  
(Print or Type Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

**[Proposal continued on following page(s)]**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

PRICE PROPOSAL

DATE: March 29, 2022 (Revised 04-14-22)

FIRM: Friar Architecture Inc.

Project: Architectural / Engineering Design Services

RFP # 7194

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this RFP. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well. The fee proposal shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission.

Design Phase	Auditorium Upgrades					
	Kennedy	Crosby	Wilby	West Side	Rotella	WAMS
Pre-Design/Schematic Design/Design Development	\$ <u>10,200</u>	\$ <u>10,200</u>	\$ <u>10,200</u>	\$ <u>10,200</u>	\$ <u>10,200</u>	\$ <u>10,200</u>
Construction Documents	\$ <u>13,600</u>	\$ <u>13,600</u>	\$ <u>13,600</u>	\$ <u>13,600</u>	\$ <u>13,600</u>	\$ <u>13,600</u>
Bid Support	\$ <u>1,700</u>	\$ <u>1,700</u>	\$ <u>1,700</u>	\$ <u>1,700</u>	\$ <u>1,700</u>	\$ <u>1,700</u>
Construction Administration & Project Closeout	\$ <u>8,500</u>	\$ <u>8,500</u>	\$ <u>8,500</u>	\$ <u>8,500</u>	\$ <u>8,500</u>	\$ <u>8,500</u>
<b>Subtotal - All Above</b>	\$ <u>34,000</u>	\$ <u>34,000</u>	\$ <u>34,000</u>	\$ <u>34,000</u>	\$ <u>34,000</u>	\$ <u>34,000</u>
Contingency - 10%	\$ <u>3,400</u>	\$ <u>3,400</u>	\$ <u>3,400</u>	\$ <u>3,400</u>	\$ <u>3,400</u>	\$ <u>3,400</u>
<b>Total Design Fees for Project</b>	\$ <u>37,400</u>	\$ <u>37,400</u>	\$ <u>37,400</u>	\$ <u>37,400</u>	\$ <u>37,400</u>	\$ <u>37,400</u>

**END OF ATTACHMENT D**

AV/Tech & Security	\$18,000	\$18,000	\$18,000	\$12,000	\$12,000	\$12,000
Friar Management /Admin.	\$ 0	\$ 0	\$0	\$0	\$0	\$0
	<b>\$55,400</b>	<b>\$55,400</b>	<b>\$55,400</b>	<b>\$49,400</b>	<b>\$49,400</b>	<b>\$49,400</b>
Friar Management Discount	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,200	\$ 1,200	\$ 1,200
Friar Admin. Discount	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,200	\$ 1,200	\$ 1,200
	\$ 3,600	\$ 3,600	\$ 3,600	\$ 2,400	\$ 2,400	\$ 2,400

**TOTAL DISCOUNT = \$18,000 / TOTAL FEE = \$314,400**



**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

April 20, 2022

Michael Sorano  
Friar Architecture Inc.  
21 Talcott Notch Road  
Farmington, CT 06032


RFP#: 7194  
Project: Architectural/Engineering Design Services for Auditorium Projects

Dear Mr. Sorano,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,



Maureen McCauley  
Assistant Director of Purchasing



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7194  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20\_\_)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

Bunker Hill & Washington Schools Elevator Additions

(Service or Commodity Covered by Contract)

2021-2023

(Term of Contract)

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Wendell L. Cross Elementary School Architectural Services

(Service or Commodity Covered by Contract)

2018-2022

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☒ X

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(Service or Commodity Covered by Purchase Order)

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(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

---

(Date of Purchase Order)

---

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---

(Service or Commodity Covered by Purchase Order)

---

(Date of Purchase Order)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒ X

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

---

---

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐



**CITY OF WATERBURY  
BOARD OF EDUCATION**

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

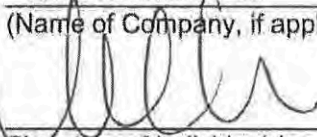
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Friar Architecture Inc.

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

March 29, 2022

Date

Michael A. Sorano, Vice President

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Friar Architecture Inc.

21 Talcott Notch Road

Farmington, CT 06032

Michael A. Sorano, Vice President

Date: March 29, 2022



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: Farmington

County of Hartford

Michael A. Sorano, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Vice President** of Friar Architecture Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

- X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Glenn S. Yeakel	President	12/12/65	40
2	Michael A. Sorano	Vice-President	2/27/64	25
3	Robert W. Roach	Vice President	1/4/71	25
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1					
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
 Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
 Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
 he/she answers to the foregoing questions and all statements therein are true and  
 correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

**For Corporation**

  
 \_\_\_\_\_  
 Witness

Friar Architecture Inc.  
 \_\_\_\_\_  
 Name of Corporate Signatory

21 Talcott Notch Road, Farmington, CT  
 \_\_\_\_\_  
 Address of Business

Affix  
 Corporate  
 Seal

By: Michael A. Sorano  
 \_\_\_\_\_  
 Name of Authorized Corporate Officer

Its: Vice President  
 \_\_\_\_\_  
 Title

FRIAR



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

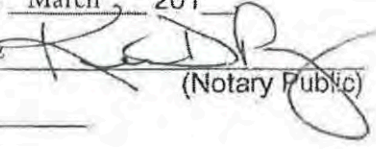
) SS Farmington

County of Hartford )

Michael Sorano being duly sworn,  
Friar Architecture Inc.  
deposes and says that he/she is Vice President of                      and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 29th day of March, <sup>2022</sup>~~201~~

Keith D. Picz

  
(Notary Public)

My Commission Expires: 10/31/22



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 5/5/2022

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Friar Architecture, Inc.  
Glenn Yeakel  
Michael Sorano  
Robert Roach  
31 Talcott Notch Rd.  
Farmington, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us***EXECUTIVE SUMMARY**

**Date:** May 31, 2022

**To:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members

**From:** Rosh Maghfour, Interim Chief Operating Officer

**Subject:** Master Professional Services Agreements for RFP #7208 for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with Silver/Petrucelli + Associates, Inc.



The Education Department respectfully requests your review and approval of a Master Professional Services Agreement for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with Silver/Petrucelli + Associates, Inc. for a period of one year with two one-year extension options.

The City has streamlined the process for obtaining needed school building HVAC and mechanical solutions assessment, design and engineering services by creating a master agreement for these services, which contains all the City's standard terms, conditions and 'boiler plate' language for each service, including rates of compensation and additional required language to comply with the American Rescue Plan Act (ARP) and the Elementary and Secondary Schools Emergency Relief (ESSERII) Fund.

The master agreement provides for the issuance of Task Orders which will be project specific and issued on an as-needed basis. Each Task Order will be on a project by project basis and will outline the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order will require the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

Thank you for your consideration.

Attachments (3): Agreement, Disclosure, Tax Clearance

c: Mike Konopka, Louis Muradas, Dave Heavener



**MASTER PROFESSIONAL SERVICES AGREEMENT  
RFP No. 7208**

**For  
School Building HVAC And Mechanical Solutions  
Assessment, Design And Engineering Services  
between  
The City of Waterbury, Connecticut  
and  
Silver, Petrucelli & Associates, Inc.**

THIS MASTER AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and SILVER, PETRUCELLI & ASSOCIATES, INC., located at 3190 Whitney Avenue, Building 2, Hamden, Connecticut, a Connecticut Corporation (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7208 for school building HVAC and mechanical solutions assessment, design and engineering services; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7208; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project"); and

**WHEREAS**, the Contractor desires to undertake projects to be assigned by the City under the terms of this Master Agreement; and

**WHEREAS**, specific projects to be performed under the terms of this Master Agreement shall be assigned through Task Orders issued to the Contractor.

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with



any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide HVAC equipment and mechanical system assessments and development of comprehensive design-engineering solutions and bid specifications on designated aged Waterbury Public School buildings as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. Contractor shall also participate with the City in the development of Task Orders for each assigned project. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No. 7208 (attached hereto)
- 1.1.2 Silver, Petrucelli & Associates, Inc.'s revised Cost Proposal dated May 6, 2022 (attached hereto)
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4 Certificates of Insurance, incorporated by reference
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6 All Required Licenses
- 1.1.7 Required Contract Provisions ARPA Funded Projects
- 1.1.8 All Task Orders to be issued to Contractor by City pursuant to this Master Agreement. (Contractor acknowledges that no Task Orders are appended as part of **Attachment A** at the time of signing and that any Task Orders issued will be appended and become part of **Attachment A** when issued.)

- 1.2. The entirety of **Attachment A**, future Task Orders issued by City to Contractor and this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Silver, Petrucelli & Associates, Inc.'s revised Cost Proposal dated May 6, 2022 (attached hereto)
- 1.2.3 The Task Order for each assigned project.
- 1.2.4 The City's solicitation documents, RFP No. 7208.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein



**1.3. Task Orders.** Task Orders under this Agreement will be assigned by the City for work to be performed by Contractor within the scope of services defined in this Master Agreement. The City, in the Task Order, shall define the project, a time for completion of the project including project milestones and the cost to complete the Project as determined in conformity with the pricing schedule of this Agreement. All deadlines established by the City shall be incorporated into Section 5 Contract Time of the Master Agreement as if fully set forth therein.

All Task Orders, when issued pursuant to this Master Agreement, shall be incorporated into this Master Agreement, made part hereof, and shall be subject to all terms and conditions set forth herein.

**2. Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City



property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.



**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.



**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Master Agreement shall be for a period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6) month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources.. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

**5.1.** Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**5.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first



seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

The compensation shall be paid in conformity with Silver, Petrucelli & Associates, Inc.'s revised Cost Proposal dated May 6, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. Further, each Task Order shall have a project cost based on the pricing of the revised Cost Proposal dated May 6, 2022.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 and capped at the project cost defined in the respective Task Order governing each assigned project. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.



**6.2. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.3. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7208 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.4. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or



officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

**9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations



are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit  
each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.  
**\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing  
coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of  
Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to  
Workers' Compensation.



**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate**

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of



Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The



Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.



**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such



reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior



to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.



16.           **Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.



**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.



**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7208** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7208**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Silver, Petrucelli & Associates, Inc.  
3190 Whitney Avenue  
Building 2  
Hamden, CT 06518

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of



advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.



**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyci.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than



\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



**IN WITNESS WHEREOF**, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O’Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

**SILVER, PETRUCELLI &  
ASSOCIATES, INC.**

Sign: \_\_\_\_\_

By:  \_\_\_\_\_

Print name:

Its:  \_\_\_\_\_

Sign: \_\_\_\_\_

Date:  \_\_\_\_\_

Print name:



## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7208 (attached hereto)
2. Silver, Petrucelli & Associates, Inc.'s revised Cost Proposal dated May 6, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by



- the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP#7208 for  
SCHOOL BUILDING HVAC & ASSOCIATED MECHANICAL SOLUTIONS  
ASSESSMENT, DESIGN & ENGINEERING SERVICES**

The Waterbury Board of Education is seeking qualified design/engineering firm(s) to provide assessments of existing legacy HVAC equipment and mechanical systems at designated school buildings in the District and to provide comprehensive design engineering solutions.

**A. Background**

The Board of Education (BOE) is the recipient of \$67 million in Pre-K, K-8 and Secondary School Emergency Relief (ESSER) funding being passed through the State Department of Education. The BOE anticipates a substantial portion of the ESSER funding will be appropriated by the Board of Education for upgrading and replacement of existing HVAC equipment and mechanical systems throughout the district. The BOE desires the development of comprehensive HVAC and associated mechanical solutions for each designated school building or school building complex. The selected firm(s) will be expected to perform assessments, develop comprehensive solutions and develop bid specifications in a compressed timeline due to established deadlines in place for the commitment and expenditure of the ESSER funds. The BOE additionally desires the development of comprehensive solutions, when practical, to fully maximize available energy incentives. The selected firm(s) will be tasked to facilitate the energy incentive applications, review and approval process.

The Board of Education engaged a firm last year that is nearing completion of a Long Range Infrastructure Facility Study. The Study provided a Facilities Condition Assessment (FCA) of all school facilities, resources, and technology infrastructure with respect to current and future condition and capacity. The subsequent Facilities Master Plan will identify priorities for repair, renovation, reconstruction or consolidation of the District's physical plants, including major HVAC systems and equipment. The successful bidder shall be provided the pertinent FCA Study in order to assist in targeting projects with the best cost/benefit profiles.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan



Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7208 package.

## **B. Qualifications**

Eligible proposers will be those individuals, firms, businesses, and companies that have the following qualifications:

1. Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.
3. A proposer with a proven track record in providing these types of or similar services.
4. Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.
5. Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.
6. Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.

## **C. Scope of Services**

The selected firm(s) will perform HVAC equipment and associated mechanical system functional assessments and develop comprehensive design plans and bid specifications and plans for the designated, target facilities in a compressed timeline. The selected firm(s) will establish regular progress communications with BOE representatives along with the BOE's designated ESSER Projects Oversight Manager and Technical Advisor. All parties will be involved with project concept & proposed solution evaluation prior to approval to proceed with development of bid specifications. It is anticipated that all services will be provided on a time & materials basis, in accordance with contractually established rates. It is possible that the BOE will engage one or more firms under an on-call master services contract arrangement in light of the compressed timelines for the commitment and expenditure of ESSER funds and anticipated bidder staffing resources. Table #1 below includes the school facilities that are first scope priorities, with other schools



to be potentially added to the scope during the term of the contract, including any option periods awarded.

Table #1

Name	Address	Grade Level	Square Footage	Construction
Crosby-Wallace Complex	300 Pierpont Rd.	6-12	398 ksf	1974
North End/Wilby Complex	534 Bucks Hill Rd	6-12	434 ksf	1978
Kennedy School	422 Highland Avenue	9-12	236 ksf	1964
West Side School	483 Chase Parkway	6-8	434 ksf	1976

#### **D. Agreement Period**

To be negotiated. A multiyear arrangement is anticipated, likely in the form of one-year commitment with subsequent one-year City held options.

The City will contractually reserve the right to cancel the contract at any time.

#### **E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website (<http://procureware.com/waterbury>) and must be received **by 2:00 PM on March 18, 2022**. Prospective proposers must



limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury Procurement website **by 2:00 PM on March 22, 2022**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

## **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the Board of Education's Chief Operating Officer or designee for the Board of Education.

## **G. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being



considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to staff the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines,



answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard Contract/Agreement language. See Attachment B.
15. Any contract resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and five **(5)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or thumb drive, must be received at the following address no later than **11:00AM on March 30, 2022**.

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their company's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.



1. Proposer Information. Please provide the following information:

- a. Company Name.
- b. Permanent main office address.
- c. Date company organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus along with a detailed description of proposed project lead(s) and support team.
- b. Summary of Relevant Experience. A listing of similar School Districts whereby the proposer has provided similar assessment and design-engineering services to in the past seven (7) years. For each, provide the organization name and the name, title, email address and telephone number of a responsible contact person.
  - For each, provide a summary overview of the project/services provided, duration of time, success of project/services provided and status of completion.
  - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. Identify the service team who would be assigned to provide the desired services. Include a resume for each detailing general and specific relatable experience for the services requested, professional education, certifications and years of service with the company. Describe the company's ability to replace assigned personnel with equivalent experience should a change be necessitated by the company or the BOE.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications, Work Plan and Other



- a. Qualifications. For each item listed in Section B- Qualifications, please describe your company's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed.
  - b. HVAC & Mechanical Systems — Assessment and Design-Engineering Services. Please provide a detailed overview of your proposed services, capacity and all associated features and value added components.
  - c. Work Plan. Please describe the anticipated work plan and approach to providing the requested services.
  - d. Assigned Personnel. Provide a complete listing of key assigned person(s) by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
  - e. Requirements of the BOE. Please detail any and all requirements of the BOE.
4. Cost Schedule.

Provide an all-inclusive fixed hourly rate for each assigned position and support staff positions to be assigned or potentially to be assigned as part of providing the requested services.

Specifically identify any costs not included in the proposed hourly rate including but not limited to travel, lodging, meals, office supplies, software and hardware, etc.

Specifically identify percentage add-on (if any) for indirect labor costs if not included in proposed hourly rates.

Specially identify percentage add-on (if any) for profit if not included in proposed hourly rates.

Specifically identify percentage add-on (if any) for subcontracted work.

The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?



- c. Is there any pending litigation which could affect your organization's ability to provide these services? If so, please describe.
  - f. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.
  - g. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Quality Assurance & Disciplinary Action. Please provide an overview of your organization's system of quality control. Provide an affirmative statement that the company has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

## **I. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach & work plan along with the quality of the overall proposal and assigned program manager(s).
- b. Proposed hourly rates.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise,



capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

## **2. Selection Process**

The Waterbury Board of Education may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

### **J. Rights Reserved To The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

### **K. Federal, State and Local Employment Requirements (Not Applicable)**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

### **L. State Set-Aside Requirements (Not Applicable)**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work



with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=180](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=180)

#### **M. Insurance**

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.



KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**March 21, 2022**

**Bid: 7208**

**Project: School Building HVAC & Associated Mechanical Solutions Assessment,  
Design & Engineering Services**

**Question: Regarding the Professional Services Agreement, do we need to do anything with it at this time, or is this just included to show us what the agreement will look like if we are selected?**

**Answer:** Professional Service Agreement is a sample contract that will be used once firm(s) is selected.

**Question: In Section H.2.b of the RFP, it asks that we provide a list of any contracts or purchase orders between the proposer and any agency of the City of Waterbury from the last 3 years.**

**Does this include contracts with consultants of the City?**

**Answer:** Yes. Please list all the purchase orders that you have with the City for the last 3 years.

**Question: For example, if we are sub consultants to another firm contracted with the City, technically our agreement is with the Prime firm, not the City of Waterbury. Should we include that experience here as well or should we only include projects where we are directly contracted to the City?**

**Answer:** Please list only the projects/ contracts that you have with the City not the prime firms.

**Question: Both Sections H.2.c and H.3.d request resumes. To avoid duplication, is it acceptable to only include the full resumes in one section?**

**Answer:** Yes.

**Thanks**

**Kevin McCaffery**

**Director of Purchasing – City of Waterbury**





**SILVER/PETRUCELLI+ASSOCIATES**

*Architecture / Engineering / Interior Design*

**School Building HVAC & Associated  
Mechanical Solutions Assessment,  
Design & Engineering - RFP# 7208**

**City of Waterbury  
Waterbury Public Schools**

**March 30, 2022**





SILVER / PETRUCELLI + ASSOCIATES  
*Architects / Engineers / Interior Designers*

March 30, 2022



Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
City Hall Building, Room 103  
235 Grand Street  
Waterbury, CT 06702

Re: School Building HVAC & Associated Mechanical Solutions Assessment, Design & Engineering  
Services - RFP# 7208  
SP+A Project No. 22.078

Dear Mr. McCaffery:

Silver / Petrucelli & Associates (S/P+A) is proud of our service to the City of Waterbury and is excited to work with Waterbury Public Schools on this project.

We have studied and designed the installation of air conditioning, dehumidification and ventilation systems in facilities that previously were only heated. Projects have been completed in Norwalk, Hamden, North Branford and North Haven. All of these projects involved central boilers, central chillers, and four-pipe hydronic systems. Our architects and engineers conducted the required research, prepared construction documents, and provided critical support during the bid and construction phases for all of these projects which were delivered under budget.

Our firm's proven ability to develop responsive, budget-controlled HVAC projects is evidenced by work that we have accomplished on several similar projects. These include a massive boiler and chiller plant replacement at Foran High School in Milford which required careful phasing of its two boilers and larger chilled water plant, coordinating schedules around both the student occupancies and the public use of the aquatic center.



*We completed HVAC replacement on Windsor's JFK Elementary School.*

Many municipalities are using their American Rescue Plan (ARPA) or ESSER funds to improve their schools. School districts have the opportunity to improve a good flow of fresh air to help dissipate any COVID virus that might find its way inside their school buildings. Our engineers are assisting the Towns of Fairfield and Guilford with evaluations and designs of their school ventilation systems as these school systems assure educators, parents and students of safe in-school learning environments.



An integrated **in-house** team of M/E/P/FP engineers, architects, interior designers, specifications writers, code consultants and construction administrators creates great momentum in reaching project goals. And, having all these skill sets in-house results in a tightly coordinated set of construction documents.

Silver / Petrucelli + Associates is supported by leading edge computing and workplace technology for design, programming, drawing documentation and production, project management, scheduling, specifications and construction administration. Advanced 3D technologies such as Revit and Virtual Reality, are fully integrated in house to enhance both design and construction.

We are proud of our work in Waterbury. Most recently we completed the fit-out of the school-wide commissary. We've designed system-wide security improvements at several schools and completed a site selection study for a new K-8 school in Waterbury's east end. Our team designed renovations to the science classrooms at Wilby High School and to the Alternative High School and completed conceptual designs for Kennedy High School. In addition to our on-call A/E contracts with the City and Waterbury Housing Authority, our engineers designed generator replacements, school lockdown systems and mechanical improvements at the rec centers and the PAL. We've also completed interior renovations at the Silas Bronson Library and provided engineering support for Library Park.



*We designed mechanical improvements at Waterbury's PAL.*

We look forward to continuing our work in Waterbury and for Waterbury Public Schools. Thank you for the opportunity to respond. Please feel free to contact me with any questions via phone at 203-230-9007 x206 or email at [bsilver@silverpetrucelli.com](mailto:bsilver@silverpetrucelli.com). Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W. R. Silver', with a stylized flourish at the end.

William R. Silver, AIA  
President





SILVER / PETRUCELLI + ASSOCIATES

*Architects / Engineers / Interior Designers*

# ***City of Waterbury School Building HVAC & Associated Mechanical Solutions Assessment, Design & Engineering Services***

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Section IV	Hourly Rates
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## Representative Mechanical & Electrical Modernization Experience

Project Name & Location		Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Town of Fairfield Police Department Fairfield, CT		2021	Tri-Gen Replacement	TBD	Ken Eldridge Marty Cashin, PE Adee Gabriel, PE	James Ryan Bldg. Maintenance Mgr. 203-256-3177	TBD
A.W. Cox School 143 3 Mile Course Guilford, CT		2021	Boiler and Cooling Tower Replacement	\$1,429,000	Ken Eldridge Marty Cashin Bob Banning	Cliff Gurnham Director of Operations 203-458-0001	SAV-MOR Cooling & Heat Troy Karwowski 860-621-9959
Town of Fairfield Wastewater Treatment Plant Fairfield, CT		2021	750kW natural gas generator	\$761,496	Bob Banning Steve Croteau	Gerald Foley Town of Fairfield 203-256-3060	Holzner Adam Zadrozny 203-335-4204
Guilford Lakes School 40 Maupas Road Guilford, CT		2021	Boiler and Cooling Tower Replacement	\$1,357,274	Ken Eldridge Marty Cashin Bob Banning	Cliff Gurnham Director of Operations 203-458-0001	Action Air Vincent Savino 860-645-8838
North Street Elementary 325 North Street Windsor Locks, CT		2021	HVAC Design and Replacement	\$573,896	Ken Eldridge Marty Cashin Bob Banning	David Solin Business Manager 860-292-5749	Action Air Vincent Savino 860-645-8838
Bristol Central High School Wolcott Street Bristol, CT		2020	HVAC Assessment and recommendations	TBD	Ken Eldridge Marty Cashin Bob Banning	Tim Callahan, AIA, LEED AP School Projects Manager 860-584-7086	Study
Bristol Eastern High School King Street Bristol, CT		2020	HVAC Assessment and recommendations	TBD	Ken Eldridge Jim Peckingham Bob Banning	Tim Callahan, AIA, LEED AP School Projects Manager 860-584-7086	Study
Fire Headquarters 181 North Main Street Bristol, CT		2020	HVAC evaluation, design and replacement along with door/window replacements	\$1,224,000	Brian Cleveland Mat Begin Jim Peckingham	David Oakes Facilities Manager 860-584-6107	Millenium Builders Ron Stacy 860-571-0555
Town of Guilford Public Schools Guilford, CT		2020	Ventilation system evaluation per COVID prevention guidelines	Study	Ken Eldridge Marty Cashin Bob Banning	Cliff Gurnham Director of Operations 203-458-0001	Study
Town of Fairfield Public Schools Fairfield, CT		2020	Ventilation system evaluation per COVID prevention guidelines	Study	Ken Eldridge Marty Cashin Bob Banning	Sal Morabito Director of Const. & Security 203-255-7363	Study





## Representative Mechanical & Electrical Modernization Experience

Project Name & Location	Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Jonathan Law High School 20 Lansdale Avenue Milford, CT	2020	HVAC Upgrades	\$667,962	Ken Eldridge Jim Peckingham	James Richetelli Chief Operations Officer 203-783-3405	All State Construction 860-678-0678
Hebron Elementary School 92 Church Street Hebron, CT	2019	Lead remediation pipe replacement due to lead in drinking water	\$1,222,891	Ken Eldridge Scott Michalec Bob Banning	Malcolm Leichter Building Comm Chair 860-377-0334	Nutmeg Companies Shayne McAvoy 860-823-1780
Colebrook Consolidated School 42 Smith Road Colebrook, CT	2018	Heating plant upgrade and system design	\$1,344,530	Ken Sgorbati Ken Eldridge Bob Banning	James Chittum Superintendent 860-379-2179	TBD
JFK Elementary School 530 Park Road Windsor, CT	2018	HVAC Replacement with new Honeywell Tridium Spider DDC and electrical upgrades	\$2,498,000	Ken Sgorbati Jim Peckingham Bob Banning	Whit Przech Buildings & Facilities Mgr. 860-285-1870	SAV-MOR Cooling & Heat Troy Karowski 860-621-9959
City of Bristol 111 North Main Street Bristol, CT	2017	Exterior lighting replacement at all 8 schools	\$425,000	Bob Banning Steve Croteau Dean Petrucelli	Roger Rousseau Purchasing Agent 860-584-6195	Ferguson Electric 860-747-4566
Town of Waterford 15 Rope Ferry Road Waterford, CT	2016	HVAC Study and Conceptual Design Services for Town Hall and Youth Services Building	TBD	Ken Sgorbati Ken Eldridge Bob Banning	Kate Rotella (860) 440-0540	Multiple Studios
Clark Congregate Housing 45 Conione Road Glastonbury, CT	2016	Intercom System Replacement at a two-story, 45-unit apartment building	\$42,000	Bob Banning Steve Croteau	Cory Hartline 203-757-1138	Neil Fraser Advanced Video Systems 203-757-7731
Rome Hall South Dining Hall University of CT Storrs, CT	2016	HVAC Study	On-call task	Ken Sgorbati Bob Banning Ken Eldridge	Mark Greenfield Project Manager	Study
Waterbury Housing Authority Bergin Apartments Waterbury, CT	2015	Intercom Replacement – 76 unit complex	\$54,800	Bob Banning Ken Sgorbati Rebecca Bouchard	Cory Hartline J. D'Amelia Assoc. 203-757-1138	Neil's VCR-TV Service Neil Fraser 203-757-7731





## Representative Mechanical & Electrical Modernization Experience

Project Name & Location		Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Waterbury Superior Court 414 Meadow Street Waterbury, CT		2015	Boiler Replacement	\$287,000	Ken Sgorbati Jim Peckingham Mat Begin	Deborah Levesque Project Manager 860-706-5263	Rivco Construction 860-309-1225
Ansonia Public Library 53 South Cliff Street Ansonia, CT		2015	Replacement of oil-fired boiler with natural gas unit	\$67,450	Ken Sgorbati Bob Banning Jim Peckingham	Mike Shryver	West State Mechanical 860-482-5919
University of CT Branford House Avery Point, CT		2014	Code remediation and improvements for an historic building (c. 1903)	\$150,000	Ken Sgorbati Robert Banning David Wenchell	Richard Spash Project Manager 860-216-7650	Nutmeg Companies Jason Bugbee Jr. 860-823-1780
Univ. of CT Health Center Munson Road Farmington, CT		2014	Cooling Tower Replacement of 2 95-ton units Building P	\$130,000	Ken Sgorbati Bob Banning Jim Peckingham	Paul Hudkins Project Manager 860-679-2572	TBD
City of Meriden Stoddard Building Meriden, CT		2014	Boiler Replacement	\$89,000	Ken Sgorbati Martin Cashin	Peter Galluzzo Building Maintenance Supvr 203-630-4155	Warren Brothers Allen Warren 860-930-9811
Wilbur Cross Apartments Willimantic Housing Authority Willimantic		2014	Boiler Replacement	\$429,000	Ken Sgorbati Martin Cashin Jim Peckingham	Bruce Borders Physical Plant Manager 860-634-3152	All State Construction 860-678-0678
City of Bristol Police Department Bristol, CT		2014	Emergency generator replacement with a new 400kw generator, automatic transfer switch, uninterruptible power supply	\$150,000	Ken Sgorbati Steve Croteau	Roger Rousseau Purchasing Agent 860-584-6195	R&C Electric 860-582-9896
Park New Haven Union Station Transportation New Haven, CT		2014	Design of electronic device charging stations for commuters on upper level of train station	\$120,600	Bob Banning Katherine Clunie	Jim Staniewicz Park New Haven 203- 946-7527	Turner Construction Peter Zannis 203-712-6070
Litchfield Courthouse 15 West Street Litchfield, CT		2014	Air Handling Unit replacement	Task Assignment under a \$1.25M on- call contract	Ken Sgorbati Jim Peckingham	Deborah Levesque Project Manager 860-706-5263	Sav-Mor Cooling & Heating Troy Karwowski 860-621-9959





SILVER/PETRUCELLI + ASSOCIATES  
Architects / Engineers / Interior Designers

## Representative Mechanical & Electrical Modernization Experience

Project Name & Location	Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
University of Connecticut Busby Suites Storrs, CT	2013	HVAC study and improvements	\$820,000	Ken Sgorbati Jim Peckingham	Aris Ristau Asst. Director of Ops 860-234-3523	TBD
Town of Redding 100 Hill Road Redding, CT	2012	Generator study for senior center, police station and transfer station.	\$162,800	Bob Banning	Steve Gniadek Finance Director 203-938-8481	All-Brite Electric Stephen Borrelli 203-937-7211
Litchfield Courthouse 15 West Street Litchfield, CT	2012	Inspection, demolition and boiler replacement	Task Assignment under a \$1.25M on-call contract	Ken Sgorbati Jim Peckingham	Deborah Levesque Project Manager 860-706-5263	Sav-Mor Cooling & Heating 860-621-9959
Stamford Housing Authority Wormser Congregate Elderly Housing	2012	Emergency generator replacement and new fire-line backflow prevention system	\$248,441	Ken Sgorbati Martin Cashin Bob Banning	Vincent Tufo Exec. Director 203-977-1400 x3318	Saley Construction LLC Michael Saley 203-494-2434
New Britain Housing Authority Knapp Village New Britain, CT	2011 - 2012	Electrical Upgrades 100 Unit Complex	\$180,000 HUD	Bob Banning Marian Spitz Lynne Panagotopoulos	Axel Gonzales Dir. Of Operations 860-225-3534 x205	Caruso Electric Company 860-832-9469
Town of Cheshire 84 South Main Street Cheshire, CT 06410	2011	Emergency generator infrastructure modifications for 4 buildings	\$64,000	Ken Sgorbati Bob Banning	George Noewatne Asst. Director Public Works 203-271-6650	Central Electric & Generator Richard Sbordane 203- 271-2111
USPS Greenwich Greenwich, CT	2010	HVAC Replacement, boiler replacement, DOAS	\$628,000	Ken Sgorbati Jim Peckingham	USPS Bob Giulietti 860-285-7176	PDS Engineering Serafino Calafiore 860-242-8586
Union Station 50 Union Avenue New Haven, CT 06519	2010	Replacement of boiler plant with natural gas condensing boilers, 2 @ 2,000 MBH each	\$344,000 (2 phases)	Jim Peckingham Ken Sgorbati Bob Banning	New Haven Parking Authority James Staniewicz 203-946-7526	Crest Mechanical Peter Harvey
Long Lots Elementary School 13 Hyde Lane Westport, CT 06880	2010	Gymnasium Ventilation System	\$ 139,000	John Ireland Jim Peckingham Erik Berardi	Nancy Harris Asst. Supt. of Schools 203-341-1001	Keith Gustavson Otto Company 203-748-9072





SILVER/PETRUCELLI+ASSOCIATES  
Architects / Engineers / Interior Designers

## Representative Mechanical & Electrical Modernization Experience

Project Name & Location		Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Coleytown Middle School 225 North Avenue Westport, CT 06880		2010	Gymnasium Ventilation System	\$ 99,200	John Ireland Jim Peckingham Erik Berardi	Nancy Harris Asst. Supt. of Schools 203-341-1001	Keith Gustavson Otto Company 203-748-9072
Town Hall Chiller 84 South Main Street Cheshire, CT 06410		2009	Replacement of air cooled chiller serving Town Hall	\$95,000	Martin Cashin Kenneth Sgorbati	George Noewatne Asst. Director Public Works 203-271-6650	Awaiting Bid
Computer Power Upgrades School System Wide Trumbull, CT 06611		2008- 2009	Clean Power Upgrade and Computer Power Expansion	\$380,000	Bill Silver Robert Banning Erik Berardi	Ralph Iassogna Supt. of Schools 203-452-4301	Wiremen Electric Bill Bernabi 203-757-2161
Regional Emergency Operations Center Manchester, CT		2008	New 4,700 sf Emergency Center - MEPP	\$515,000	David Stein Ken Sgorbati	Town of Manchester Mark Carlino 860- 647-3145	Joe Nosal Nosal Builders (860) 347-5674
Strafford Elementary School 20 Melrose Road Fairfield, CT 06824		2008- 2009	Additions and renovations New boiler plant, DOAS ventilation and VRF cooling	\$18,600,000	Kenneth Sgorbati Martin Cashin Robert Banning	Twig Holland Purchasing Agent 203-256-3060	W&M Construction Ken Procino 203-803-2342
Royle School 133 Mansfield Avenue Darien, CT 06820		2008	Boiler plant replacement, 2700 MBH dual-fuel steam boilers	\$180,000	Ken Sgorbati Jim Peckingham	Paul Engemann Dairen Public Schools 203-656-7418	Funk Boiler Works Wayne Goldsmith 203-934-3066
Kleen Energy River Road Middletown, CT		2008	Collector well house, booster station, IWTP, electrical compound	\$30,000,000	Bob Banning Corey Nardone Martin Cashin	O&G Industries, Inc. Matt Tobin 860-346-0102	O&G Industries
Blackham Elementary School 425 Thorne Street Bridgeport, CT 06606		2008	Pool water treatment system, replacement of heater, surge tanks, filters and pumps	\$1,800,000	Jim Peckingham Bob Banning	Robert Hedman O&G Program Manager	LiRo Construction 203-992-4560
Cooling Tower Replacement Norwalk City Hall Norwalk, CT 06851		2007	Replacement of existing cooling towers, 400 tons total capacity	\$180,000	Kenneth Sgorbati Martin Cashin Robert Banning	Alan Lo Facilities Director 203-854-4174	West State Mechanical Steve Grening 860-482-5919





## Representative Mechanical & Electrical Modernization Experience

Project Name & Location	Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Meadow Ridge II Senior Housing Beacon, NY	2007	New Construction MEP/PP		Ken Sgorbati Jim Peckingham	Hudson Valley Housing Development Fund Co, Inc. Peg O'Leary	Ron Goodman Rondack
East Lyme High School Route 1 East Lyme, CT 06358	2007	HVAC and Electrical System Upgrades and Roof Replacement	\$6,500,000	James Peckingham Corey Nardone Kenneth Sgorbati	Jerry Burkhardt Committee Chair 860-823-8530	Silktown Roofing Co. John McConville 860-647-0198
Foran High School 80 Foran Road Milford, CT 06460	2006-2008	Boiler and Chiller Plan Replacement and Upgrades	\$1,800,000	Kenneth Sgorbati Corey Nardone Adee Gabriel	Philip Russell Asst. Supt. of Schools 203-783-3438	Bismark Construction Greg Raucci 203-876-8331
Jonathan Law High School 20 Lansdale Avenue Milford, CT 06460	2006-2008 Phase II	HVAC and Electrical System Upgrades Boiler Replacement	\$997,000	Kenneth Sgorbati Paul Jorgensen Jim Peckingham	Philip Russell Asst. Supt. of Schools 203-783-3438	Connecticut Carpentry Frank DiBacco 860-571-8812 x 11
GKN Aerospace 1000 Corporate Row Cromwell, CT 06416	2006	Chiller installation, industrial process loads	\$600,000	Ken Sgorbati Jim Peckingham Bob Banning	Peter Donecker Director of Operations 860-613-7383	United Mechanical Services (800) 345-1583
Natural History Museum University of CT Storrs, CT	2006	Classroom and exhibit space development, HVAC and fire protection improvements	\$1,023,000	Ken Sgorbati Martin Cashin Bob Banning	University of CT Sallyann Beaudet 860-486-5755	Kronenberger & Sons Ray Tribusio 860-347-4600
Regency at Bloomfield Wadhams Road Bloomfield, CT	2006	Domestic Water Booster Station	\$ 800,000	Bob Banning Ken Sgorbati	Toll Brothers Dan Rossi	
Nathan Hale Middle School 176 Strawberry Hill Avenue Norwalk, CT 06851	2005-2008	Boiler system replacement, office modernization, renovations, window replacement	\$8,000,000	Bill Silver Paul Jorgensen Martin Cashin	Amar Shamas, Gilbane Program Manager 203-854-4174	Newfield Construction Tom DiMauro 860-953-1477
Ponus Ridge Middle School 211 Hunters Lane Norwalk, CT 06850	2005-2008	Ventilation and power upgrades, code conformance, science and renovations, window replacements	\$7,000,000	Bill Silver Dean Petrucci Martin Cashin	Amar Shamas, Gilbane Program Manager 203-854-4174	Newfield Construction Tom DiMauro 860-953-1477





SILVER/PETRUCELLI + ASSOCIATES  
Architects / Engineers / Interior Designers

## Representative Mechanical & Electrical Modernization Experience

Project Name & Location	Year	Type of Project	Budget or		Employees	Owner	Contractor
			Construction Cost				
Beecher School South 48 Beecher Road Woodbridge, CT 06525	2005- 2006	Science Laboratory Upgrades and Greenhouse Renovations	\$105,000		David Stein Paul Jorgensen Adee Gabriel	Joseph Hellauer Administrative Officer 203-389-3403	Nosal Builders Joseph Nosal 860-347-5674
Building No. 3 Rochester Electronics Newburyport, MA	2005	New construction, office/industrial	\$6,000,000		Ken Sgorbati Jim Peckingham	Rochester Electronics Gary Mamagonian	Connolly Brothers
Foran High School 80 Foran Road Milford, CT 06460	2005- 2006	Sprinkler entire facility, Phase 1 stairwell renovations and ceilings/lighting	\$1,840,000		Bill Silver Corey Nardone Martha Quinto	Philip Russell Asst. Supt. of Schools 203-783-3438	Bismark Construction Greg Gaucci 203-876-8331
Trumbull High School 72 Strobel Road Trumbull, CT 06611	2005 – 2007	Additions and renovations; HVAC and electrical upgrades, 16 classrooms and commons	\$13,880,000		Bill Silver Dean Petrucelli Martin Cashin	Ralph Iassogna Supt. of Schools 203-452-4301	Bismark Construction Greg Raucci 203-876-8331
Roton Middle School 201 Highland Drive Norwalk, CT 06853	2004- 2006	HVAC and electrical upgrades, code conformance, chimney draw troubleshooting	\$5,800,000		Bill Silver Dean Petrucelli Martin Cashin	Ben Burdsall Gilbane Program Manager 203-854-4178	Skanska, USA Dave Henderson 203-876-6340
Kendall Elementary School 57 Fallow Street Norwalk, CT 06850	2004- 2006	Classroom & medical center additions, renovations and boiler and HVAC upgrades	\$5,400,000		Bill Silver Dean Petrucelli Martin Cashin	Amar Shamas, Gilbane Program Manager 203-854-4174	Turner Construction Co. Ty Tregallas 203-783-8800
Glenbrook Community Center 35 Crescent Street Stamford, CT 06906	2004- 2005	Day care and after school renovations and improvements, ventilation improvements	\$900,000		David Stein Paul Jorgensen Jim Peckingham	Nancy Ormsby-Flynn City Facilities 203-977-4637	DeLuca Construction Co. Patrick DeLuca 203-324-9236
Benton Museum University of Connecticut Storrs, CT	2004	Gallery addition, museum grade, HVAC improvements	\$3,500,000		Ken Sgorbati Jim Peckingham Bob Banning	University of Ct John Alvarez 203-486-5759	Gilbane David Frasinelli 860-368-5100
Trumbull High School 72 Strobel Road Trumbull, CT 06611	2003- 2005	Entire facility, expansion feasibility study, "renovate as new" evaluation	\$73,000,000		Bill Silver Den Petrucelli Ken Sgorbati	Ralph Iassogna Supt. of Schools 203-452-4301	O&G Industries AP Construction Manager





SILVER/PETRUCELLI + ASSOCIATES  
Architects / Engineers / Interior Designers

## Representative Mechanical & Electrical Modernization Experience

Project Name & Location	Year	Type of Project	Budget or Construction Cost	Employees	Owner	Contractor
Bielfield School Space Utilization and Additions Middletown, CT 06477	1998-2001	Expansion, code conformance study, boiler and HVAC upgrades	\$4,900,000	Bill Silver Dean Petrucelli Doug Baker	David Larson Supt. of Schools 860-638-1401	Haynes Construction Lisa Mains 203-727-6259
Clean Power Expansion East Lyme Public Schools East Lyme, CT 06333	1998-1999	Code conformance and technology upgrades	\$300,000	Bill Silver Dean Petrucelli Bob Banning	Annette Keramidas Facilities Manager 860-739-1218	Bonner Electric Jeffrey Bonner 860-345-6367
Village School ACES North Haven, CT	1998	Total gut and renovation – new boiler plant and central chiller	\$5,500,000	Ken Sgorbati Jim Peckingham	ACES Alfred Hopkins 203-498-6835	Cutter Enterprises Robert Dwyer 860-871-2839
Spectran Specialty Optics Avon, CT	1997	Total gut and renovation – manufacturing facilities	\$7,000,000	Ken Sgorbati Jim Peckingham	Spectran Robert Hirsch	Castle Corporation Avon, CT
John Lyman School Middlefield, CT	1996	Total gut and renovation	\$4,000,000	Ken Sgorbati Jim Peckingham	RSD #13 Rob Francis	Fred Benolli & Sons Farmington, CT
S.A.F.E. High School Birdseye Street Stratford, CT	1995 – 2001	Additions and renovations, boiler and HVAC replacement, “Renovate as New”	\$5,300,000	Bill Silver Doug Baker Dean Petrucelli	John Casey, PE Town Engineer 203-385-4013	Bismark Construction Jeff Raucci 203-876-8331
Technology Building University of Bridgeport Bridgeport, CT	1990	Total Gut and Renovation	\$2,200,000	Bill Silver Dean Petrucelli Ken Sgorbati	University of Bridgeport Bob Richards 203-576-4116	Frank Mercede, Inc.



## PROPOSER INFORMATION

a. Firm Name	Silver, Petrucelli & Associates
b. Permanent main office address	3190 Whitney Avenue, Hamden, CT 06518
c. Date firm organized	October 1991
d. Legal form of ownership. If corporation, indicate where incorporated	Corporation/CT
e. How many years have you been engaged in service you provide under your present name?	30+ years
f. List names, title, reporting relationships, background and experience of the principal members of your organization including officers.	See below.

## FIRM LEADERSHIP



*Bill Silver, AIA; Chris Nardi, AIA; David Stein, AIA; Amanda Cleveland, NCIDQ;  
Dean Petrucelli, AIA; Bob Banning, PE*

### **William Silver, AIA** Principal | President

Bill is responsible for the policy and administration of the firm as well as leading on specific projects. His experience covers the full range of building types, from residential, commercial, industrial and institutional. Bill has managed large multi-million-dollar projects with a large design and engineering team as well as designing and producing small renovation and historic rehabilitation projects. Bill is a registered historical architect in Connecticut.

### **Professional Registrations**

- ▶ Registered Architect: CT, NY, RI, MA, MD, NH, NJ, ME, PA, NCARB
- ▶ Registered Interior Designer: CT



- ▶ Historical Architect: Connecticut State Historic Commission

#### **Education**

- ▶ M. Arch. Rensselaer Polytechnic Institute
- ▶ Certificate Architectural Association, London, England
- ▶ B. Environmental Design, Miami University (Ohio)
- ▶ 10-Hour OSHA Certification

#### **Affiliations and Activities**

- ▶ Lecturer, Building Official Career Development Program, CT Department of Public Safety
- ▶ American Institute of Architects
- ▶ AIA Connecticut, Professional Practice Commission
- ▶ Moderator and Various Committee Chairs, First United Church of Christ, Milford
- ▶ Connecticut Trust for Historic Preservation

#### **Christopher Nardi, AIA**

Principal | Architect

Chris is a critical team member with knowledge and experience in job planning and production. His vast experience ranges from existing facilities studies and analyses to new construction coordination and management. Chris has worked on various residential and public projects which include educational, institutional, religious, and government facilities.

#### **Professional Registrations**

- ▶ Registered Architect: CT

#### **Education**

- ▶ B. Architecture, *cum laude*, Roger Williams University

#### **David Stein, AIA**

Principal | Architect

David has significant experience in municipal and institutional projects. This includes dozens of educational projects, retail and financial projects. He has developed prototypical designs for national corporations and banks across the northeast. He has managed several projects completed for the United States Navy at their Newport, RI facility where he has designed and managed numerous educational facilities and capital improvement projects throughout the entire base.

#### **Professional Registrations:**

- ▶ Registered Architect: CT, VT, NY
- ▶ Registered Interior Designer: CT

#### **Education**

- ▶ Bachelor of Architecture, Pratt Institute
- ▶ A.S. Architectural Engineering, Norwalk State Technical College
- ▶ Summer Program, Rhode Island School of Design
- ▶ Design Certificate, University of Copenhagen

#### **Affiliations and Activities**

- ▶ Design Juror, Architectural Program, Norwalk Community College
- ▶ American Institute of Architects
- ▶ Connecticut Society of Architects
- ▶ Board of Directors, AIA Connecticut
- ▶ Architectural Department Advisory Board member, Norwalk Community College

#### **Amanda Cleveland, IIDA, NCIDQ**

Principal | Interior Designer

Amanda leads the firm's interior design team and has managed many projects, selecting interior and architectural finishes, designing and documenting millwork, as well as selecting and specifying all interior furnishings. Her design expertise is



being able to select environmentally friendly, sustainable and practical products while remaining fiscally responsible. Amanda took over leadership of IIDA's New England's Hartford City Chapter in 2017.

**Professional Registrations**

- ▶ Registered Interior Designer: CT
- ▶ NCIDQ Certificate

**Education**

- ▶ B.S. Interior Design, Wentworth Institute of Technology

**Dean Petrucelli, AIA**

Principal | Vice President

Dean has broad experience in all types of building design and construction, from educational to industrial and institutional facilities. He is a creative and talented designer and leads in the production of all projects. His diversity extends to experience with all types of bidding and construction contracts, and generally follows each project through the entire design and construction process.

**Professional Registrations**

- ▶ Registered Architect: CT
- ▶ Registered Interior Designer: CT

**Education**

- ▶ B.S. Architectural Engineering Technology, New York Institute of Technology
- ▶ A.S. Architectural Engineering, Norwalk State Technical College

**Affiliations and Activities**

- ▶ Lecturer, Building Official Career Development Program, CT Department of Public Safety
- ▶ Design Juror, Architectural Program, Norwalk Community College
- ▶ American Institute of Architects
- ▶ Connecticut Society of Architects
- ▶ Architectural Advisory Committee and Design Critique, Norwalk Community College

**Robert Banning, P.E.**

Principal | Chief Electrical Engineer

Bob oversees the electrical engineering department and is responsible for the design of lighting, power, communication and signaling systems; and specific designs have included athletic field lighting, emergency generators, electronic grade power distribution, communications systems and fire alarm systems.

**Professional Registrations**

- ▶ Licensed Engineer: CT, MA

**Education**

- ▶ B.S. Electrical Engineering, University of Connecticut
- ▶ A.S. Nuclear Technology, Thames Valley Technical College



## FIRM PHILOSOPHY

Silver / Petrucelli + Associates (S/P+A) is an architecture, engineering and interior design collaborative headquartered in Hamden with an office in New London. We have been providing services in Connecticut since 1991. From our most treasured historic buildings to state-of-the-art learning facilities and modern workspaces, the firm takes a practical architecture and progressive design approach to each project.

Projects include new construction, renovate-as-new, expansion, repair and renovation, code conformance improvements, building system modifications and window/door and roof replacements. Work scopes range from programming through post-construction and advanced technologies are fully integrated in house to enhance both design and construction. The firm is committed to sustainability and LEED-inspired design solutions that are environmentally responsive and resource efficient.

We are proud of our strong performance under long-term, on-call assignments where we have effectively demonstrated our design diversity, estimating acuity, and responsiveness under more than 40 such agreements including repeat awards from the Connecticut Department of Construction Services, CT Department of Justice, U.S. Navy, United States Postal Service (USPS) and the University of Connecticut.

We believe diverse and balanced design teams deliver the smoothest projects. Our project teams are a mix of experience levels representing each generational group from their 20's to 60's. By effectively leveraging the diversity in our experience, our projects benefit from a balance of knowledge sharing and new and proven design techniques.

Project assignments have been completed in every county and nearly every town and city in Connecticut, with a geographic reach that includes Massachusetts, Rhode Island, New York and other mid-Atlantic states.

### Architecture

- Feasibility Studies & Building Assessments
- Architectural Design
- Sustainable Design
- Historic Preservation
- Adaptive Reuse
- Construction Administration
- Grant Assistance
- Life-Cycle Analysis

### Interior Design

- Space Planning
- Programming
- Casework Elevations and Detailing
- Floor Pattern Planning
- Finish Selection (paint, flooring, ceilings)
- FF&E Inventory
- FF&E Specification

### Engineering

- Mechanical Engineering
- Electrical Engineering
- Plumbing/Fire Protection Engineering
- Geothermal System Design
- Utility Rebate Assistance
- Energy Analysis and Audit

### Leadership

- William Silver, AIA, Principal
- Dean Petrucelli, AIA, Principal
- David Stein, AIA, Principal
- Robert Banning, P.E., Principal
- Christopher Nardi, AIA, Principal
- Amanda Cleveland, NCIDQ, Principal
- Paul Jorgensen, AIA, Associate

## AWARDS



**James Blackstone Memorial Library**

**Branford, CT**

CT Building Congress Small Civic Category  
First-Place Project Team Award (2020)  
CT Preservation Award (2020)

**West Shore Middle School, Milford, CT**

CT Building Congress Project Team Award K-12  
Schools (2019)

**Enfield High School Additions and Renovations** Best Projects Award of Merit - K-12  
Education Engineering New Record New England  
(2018)

**Eckersley Hall Senior Center, Middletown, CT**  
U.S. Green Building Council LEED Silver (2018)

**Ferguson Library, Stamford, CT**

CT Trust for Historic Preservation Merit Award  
(2017)

**Fire Headquarters, Branford, CT**

U.S. Green Building Council LEED Silver (2015)  
Station Style Design Honorable Mention (2013)

**Fire Station #5, East Hartford, CT**

U.S. Green Building Council LEED Gold (2013)  
U.S. Green Building Council (CT) Merit Award  
(2011)

**Stratfield Elementary School, Fairfield, CT**  
CT Building Congress Project Team Award of Merit  
(2012) & Associated Builders and Contractors  
Excellence in Construction Award (2011)

**Fire Headquarters, Woodbridge, CT**

UI Energy Conscious Blueprint Award (2011)

**Kleen Energy Water Supply, Middletown, CT**

CT Society of Civil Engineers (CSCE) section  
of the American Society of Civil Engineers (ASCE)  
Water Resource/Environmental ACE Award (2011)

**People's United Bank, Fairfield, CT** Fairfield,  
Connecticut Chamber of Commerce Visual  
Improvement Citation Award (2006)

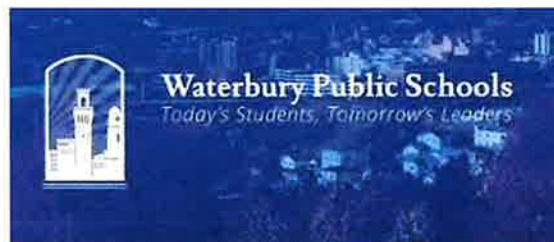
**First United Church of Christ, Milford, CT**  
CT Trust for Historic Preservation  
Honorable Mention (1991)



## CONTRACTS WITH THE CITY – LAST THREE YEARS

Silver / Petrucelli + Associates has been awarded the following projects by the City of Waterbury in the last three (3) years:

- Clough Road Pump Station Generator Replacement, 2021
- Waterbury Schools Lockdown System, 2018
- Waterbury Housing Authority A/E On-Call Services, 2017-2020
- City of Waterbury On-Call Services, 2017-2019
- PAL Mechanical/Electrical Improvements, 2018
- Waterbury Schools Central Commissary Fitout, 2019
- Outdoor Pool Evaluation, Bureau of Parks, 2019
- Water Department Generator Radiator, Active
- Riverside Streetscape, Active



**Waterbury Housing Authority**



# City of Waterbury

Waterbury Public Schools



**David Stein, AIA**  
Principal & QC/Contracts



**Ken Eldridge, P.E.**  
Chief Mechanical Engineer &  
Project Manager



**Chris Nardi, AIA**  
Principal & Project Architect



**Brian Varano, AIA, LEED AP**  
Architect

**Our in-house team of 16**  
architects and designers



**Rebecca Bouchard, CDT , CSI**  
Specifications



**Glen Davis**  
Construction Administrator



**Marty Cashin, PE**  
Senior Mechanical Engineer

**Our in-house team of 10**  
mechanical, plumbing and fire  
protection engineers



**Bob Banning, P.E.**  
Principal & Chief Electrical  
Engineer

**Our in-house team of 5 electrical**  
Engineers



**MHAI**  
Michael Horod Associates, Inc.  
Structural Engineering







**David J. Stein, AIA**  
principal / architect

**David Stein** has significant experience in municipal and institutional projects. This includes dozens of educational projects, retail and financial projects. He has developed prototypical designs for national corporations and banks across the northeast. Stein has managed several projects completed for the United States Navy at their Newport, RI facility where he has designed and managed numerous educational facilities and capital improvement projects throughout the entire base.

**Years with Firm:** 28

**Professional Registrations**

- ▶ Registered Architect: CT, VT, NY
- ▶ Registered Interior Designer: CT

**Education**

- ▶ Bachelor of Architecture, Pratt Institute
- ▶ A.S. Architectural Engineering, Norwalk State Technical College
- ▶ Summer Program, Rhode Island School of Design
- ▶ Design Certificate, University of Copenhagen

**Affiliations and Activities**

- ▶ Design Juror, Architectural Program, Norwalk Community College
- ▶ American Institute of Architects
- ▶ Connecticut Society of Architects
- ▶ Board of Directors, AIA Connecticut
- ▶ Architectural Department Advisory Board member, Norwalk Community College

**representative educational experience**

Wallingford Public Schools – High School Consolidation Study – Wallingford  
 Greenwich Middle School – Accessibility Improvements - Greenwich  
 ACES – Wintergreen Magnet School Renovate as New – North Haven  
 Mill Hill Elementary School – Extensions and Alterations – Fairfield  
 Greenwich High School – Secure Entryway Study – Greenwich  
 ACES @ Leeder Hill – Renovate as New – Hamden  
 Berlin High School - Feasibility Study & Renovate as New & Additions - Berlin  
 Achievement First East Brooklyn HS/Apollo MS – Locker Room – Brooklyn (NY)  
 Barnum Elementary School – Code Study – Groton  
 Multiple Schools – Roof Replacements – Stamford  
 Slade Ely House – Renovation for Vocational Ed Program – New Haven  
 Manchester High School – Bleach and Locker Room Renovations – Manchester  
 Morrison Elementary School – Code Study – Groton  
 Board of Ed - Central Office Relocation - Branford  
 Gideon Welles Greenhouse - Renovations - Glastonbury  
 Norwalk Community College – Roof Replacement – Norwalk  
 Crystal Lake Elementary School – Renovate as New - Ellington  
 Windermere Elementary School - Classroom Addition - Ellington  
 Enlightenment Alternative Special Education Center - Renovate as New - Waterbury  
 Kennedy High School – Conceptual Design – Waterbury  
 Wilby High School - Science Lab Renovations - Waterbury  
 Branford School System - Renovate as New Study - Branford  
 Multiple Schools – Roof and HVAC Study – Woodstock  
 Murphy School Health Center - Interior Renovations - Branford  
 East Lyme Middle School - Facility Renovations - East Lyme  
 Stratfield Elementary School - Additions & Renovations - Fairfield  
 Manchester Public Schools - Roof Replacement on 3 Schools - Manchester  
 Jonathan Law & Foran High Schools - Feasibility Study - Milford  
 North Branford Public Schools - Town Wide Space Study - North Branford  
 Chatfield Elementary School - Expansion & Renovations - Seymour  
 Dolan Middle School - Roof Replacement - Stamford  
 Rogers Child Learning Center – Classroom & Office Expansion - Stamford  
 Turn of River School - Code Renovations - Stamford  
 Westhill High School - Roof Replacement - Stamford  
 Birdseye S.A.F.E. High School - Renovations - Stratford  
 Trumbull High School - Science Laboratory Conversions - Trumbull  
 Wallingford Public Schools - Roof Replacement on 11 Schools - Wallingford  
 Site Selection – East Side School - Waterbury







**Kenneth J. Eldridge, PE**  
chief mechanical engineer

**Ken Eldridge** has been working in the field of mechanical engineering for building's mechanical systems since 1987. His entire professional career has been devoted to the design, implementation, construction and remediation of industrial process piping, HVAC, plumbing and fire protection equipment and systems. He has professionally engaged in all facets of the industry, including commercial, industrial, governmental, museums, libraries, and archives.

**Years with Firm: 5**

**Education**

- ▶ B.S. Mechanical Engineering University of New Haven

**Affiliations & Activities**

- ▶ Professional Engineer: CT, MA, RI, NY
- ▶ National and Local Member of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

**representative educational experience**

Burns Latino Studies Academy – Renovate as New – Hartford  
 ACES – Wintergreen Magnet School Renovate as New – North Haven  
 Mill Hill Elementary School – Extensions and Alterations – Fairfield  
 Adams Middle School – Covid Compliance Assessment – Guilford  
 Guilford Lakes School – Covid Compliance Assessment – Guilford  
 Roger William Elementary School – Covid Compliance Assessment – Fairfield  
 Fairfield Woods Middle School – Covid Compliance Assessment – Fairfield  
 Roger Ludlowe Middle School – Covid Compliance Assessment – Fairfield  
 Stowe Early Learning Center – Restroom Renovations - Enfield  
 North School – HVAC Replacement – Windsor Locks  
 Doolittle School – Boiler Replacement – Cheshire  
 Highland School – Boiler Replacement – Cheshire  
 Alcorn and Stowe Schools – Boiler Replacement - Enfield  
 Consolidated School – HVAC Upgrades - Colebrook  
 Guilford Lakes School – HVAC Replacement – Guilford  
 Cox School – HVAC Replacement – Guilford  
 North School – HVAC Replacement – Windsor  
 Roger Sherman Elementary School – Interior Renovation – Fairfield  
 Hebron Elementary School – Lead Pipe Contamination Remediation – Hebron  
 Hinsdale Elementary School – Pre-Ref Design – Winchester  
 Hamden High School – Pool and Gym Improvements – Hamden  
 ACES @ Leeder Hill – Renovate as New – Hamden  
 Colebrook Consolidated School – Mechanical Improvements – Colebrook  
 Toquam School – Elevator Replacement – Stamford  
 Wappinger Elementary School – Study – South Windsor  
 Regional School District 13 – Schools Study – Durham  
 Dolan School – Elevator Replacement – Stamford  
 Region 13 Schools – Fire Protection Pumphouse – Durham







**Martin J. Cashin, P.E.**  
mechanical engineer

**Marty Cashin** serves as Mechanical Engineer and designs heating, ventilating, air conditioning, and ventilation (HVAC) systems for new construction and renovation projects.

**Years with Firm:** 23

**Professional Registrations**

- ▶ Licensed Engineer: CT

**Education**

- ▶ B.S., Mechanical Engineering,  
University of Connecticut

**representative educational experience**

Suffield Middle School – Band Room Addition – Suffield  
Stamford High School – Stadium Crew Storage Building – Stamford  
Doolittle School – Restroom Renovations – Cheshire  
Sedgwick Middle School – Office Relocation – West Hartford  
West Woods School – Renovate as New – Hamden  
Guilford Public Schools – Covid Compliance Assessments – Guilford  
Ledyard Middle School – Renovate as New – Ledyard  
Gallup Hill School – Renovate as New – Ledyard  
Senior Center – Addition and Renovation – New Milford  
ACES Whitney School – Renovate as New – Hamden  
Crystal Lake Elementary School – Renovations – Ellington  
Windermere School – Renovations – Ellington  
Memorial School - UST Removal & Replacement - Middlefield  
Brewster School - UST Removal & Replacement - Durham  
Korn Elementary School - UST Removal & Replacement - Durham  
Stratfield Elementary School - UST Removal & Replacement - Fairfield  
Burnham School - UST Removal & Replacement - Bridgewater  
Holmes Elementary School - HVAC Study - Darien  
Ox Ridge Elementary School - Kitchen Renovations - Darien  
Tokeneke Elementary School - Kitchen Renovations - Darien  
Kendall Elementary School - HVAC & Electrical System Upgrades - Norwalk  
Roton Middle School - HVAC & Electrical System Upgrades - Norwalk  
Orange Avenue Elementary School - Additions - Milford  
Trumbull High School - Additions & Renovations - Trumbull  
Vocational Agricultural Center - Renovations - Middletown  
ACES Building No.1 - Renovation - Hamden  
University of Connecticut Monteith Hall - Renovations - Storrs  
University of Connecticut Museum of Natural History - Renovation - Storrs  
University of Connecticut Husky Village - Code Study – Storrs  
UConn Health Center – Munson Road Cooling Tower - Farmington







**Robert R. Banning, P.E.**  
principal / chief electrical engineer

**Bob Banning** oversees the electrical engineering department and is responsible for the design of lighting, power, communication and signaling systems; and specific designs have included athletic field lighting, emergency generators, electronic grade power distribution, communications systems and fire alarm systems.

**Years with Firm:** 28

**Professional Registrations**

- ▶ Licensed Engineer: CT, MA

**Education**

- ▶ B.S. Electrical Engineering, University of Connecticut
- ▶ A.S. Nuclear Technology, Thames Valley Technical College

**Affiliations and Activities**

- ▶ Member, Bozrah Volunteer Fire Department
- ▶ Certified EMT
- ▶ Eagle Scout

**representative educational experience**

Region 13 Schools – HS and Strong School Pumphouse – Durham  
 Suffield Middle School – Band Room Addition – Suffield  
 ACES – Wintergreen Magnet School Renovate as New – North Haven  
 Mill Hill Elementary School – Extensions and Alterations – Fairfield  
 Hinsdale Elementary School – Pre-Ref Design Services – Windsted  
 Memorial School – Generator Replacement – Middlefield  
 Glastonbury High School – STEAM Addition - Glastonbury  
 Mansfield Middle School – Roof Replacement and new PV Design – Mansfield  
 City Hill Middle school – Roof Replacement and PV Design - Naugatuck  
 Hamden High School – Pool and Gym Improvements – Hamden  
 ACES @ Leeder Hill – Renovate as New – Hamden  
 Polson Middle School – Photovoltaic Roof System – Madison  
 Field Memorial School – Fire Alarm Panel Replacement – Bozrah  
 Bethel High School – Generator Replacement – Bethel  
 Mead School – Portables – Ansonia  
 Multiple Schools – Security Improvements – Waterbury  
 Guilford High School – Science Wing Repurposing - Guilford  
 Crystal Lake Elementary School – Renovate as New – Ellington  
 Berlin High School - Renovate as New Additions - Berlin  
 Bullard Havens RVTS - Elevator Upgrades - Bridgeport  
 Korn Elementary School - UST Removal & Replacement - Durham  
 Enfield High School Athletic Fields - Electrical Engineering Services - Enfield  
 Enrico Fermi High School Athletic Fields - New Lighting - Enfield  
 Stratfield Elementary School - UST Removal & Replacement - Fairfield  
 Guilford High School - Lower Level Study - Guilford  
 Memorial School - UST Removal & Replacement - Middlefield  
 Jonathan Law High School - Phase 2 HVAC & Electrical System Upgrades - Milford  
 Nathan Hale Middle School - HVAC & Electrical System Upgrades - Norwalk  
 Roton Middle School - HVAC & Electrical System Upgrades - Norwalk  
 Northeast School - Generator Replacement - Stamford  
 Turn of River School - Code Renovations - Stamford







**Christopher T. Nardi, AIA**  
principal / project architect

**Chris Nardi** is a critical team member with knowledge and experience in job planning and production. Nardi's vast experience ranges from existing facilities studies and analyses to new construction coordination and management. Nardi has worked on various residential and public projects which include educational, institutional, religious, and government facilities.

**Years with firm:** 12

**Education**

- ▶ B. Architecture, *cum laude*, Roger Williams University

**Affiliations and Activities**

- ▶ AIA Member
- ▶ Tau Sigma Delta Honor Society
- ▶ ACE Mentor, 2005-2008
- ▶ Fieldstone Farm Architectural Committee, Wallingford, Chairperson
- ▶ City of Bristol Planning Commission

**representative educational experience**

Naubuc School – Space Study – Glastonbury  
School System Central Commissary – Renovations – Waterbury  
Burns Latino Studies Academy – Renovate as New – Hartford  
West Woods School – New Construction – Hamden  
Glastonbury High School – STEAM Addition – Glastonbury  
Achievement First East Brooklyn HS/Apollo MS – Locker Room – Brooklyn (NY)  
Hebron Elementary School – Facilities Assessment – Hebron  
John F. Kennedy High School – Conceptual Design – Waterbury  
John F. Kennedy Middle School – Study – Enfield  
EASTCONN – Administrative Office Additions & Renovations – Hampton  
Enfield High School – Renovate as New – Enfield  
Enfield High School Consolidation – Pre-Referendum Design Services – Enfield  
Horace Porter School – Roof & HVAC Replacement – Columbia  
Enrico Fermi High School – Reuse Study – Enfield  
John F. Kennedy High School – Conceptual Design – Waterbury  
Quinebaug Valley Community College – Manufacturing Lab – Danielson  
University of Connecticut Marine Science Bldg. – Interior Renovations – Avery Point  
University of Connecticut Lakeside Communications Building – Additions & Renovations – Storrs  
Manchester Community College – Cheney Dining Room Renovations – Manchester







**Brian Varano, AIA, LEED AP, CDT, BO**  
architect / building official

**Brian Varano** has several years of design and production experience with a wide array of building types, from educational facilities to institutional projects. He provides innovative and cost-effective solutions to various architectural design, production, coordination and technical problems. Varano assists in the development of the sustainable and energy conscious design and evaluation of projects. As a LEED professional he reviews projects, both in the field and while early on the drawing board. Varano is skilled in Revit three-dimensional software for the design of projects. Brian obtained his building official credential in 2021.

**Years with Firm: 9**

**Professional Registrations**

- ▶ Registered Architect: CT
- ▶ Certified Document Technologist (CDT)
- ▶ CT Building Official

**Education**

- ▶ B. Architecture, Rhode Island School of Design
- ▶ LEED Accredited

**Affiliations and Activities**

- ▶ NCARB Record Holder, 2004 – Current
- ▶ Member, American Institute of Architects
- ▶ Solar Decathlon House Build Session
- ▶ Habitat for Humanity Single Family Home Build Day



**representative experience**

Roger Sherman School – Additions – Fairfield  
 ACES @ Leeder Hill – Renovate as New – Hamden  
 Animal Hospital – Renovations – Putnam  
 Sbona Tower – Roof and Window replacement – Middletown  
 Achievement First Academy – Locker Improvements – Hartford  
 Animal Shelter – New Construction – Harwinton  
 Center for Child Development – Renovations – Orange  
 Wickham Library – Renovations & Expansion – East Hartford  
 Parsons Complex – Gym Ramp & ADA Access – Milford  
 Berlin High School - Feasibility Study & Renovate as New Additions - Berlin  
 Central High School - Expansion & Renovate as New - Bridgeport  
 Guilford High School – Science Wing Repurposing - Guilford  
 Northeast Opportunities for Wellness – Amory Renovations – Putnam  
 Liberty Bank - New Branch – Southington  
 Melissa Jones School – Elevator Replacement – Guilford  
 UCONN – Castleman Building Renovations – Storrs  
 Essex Housing Authority – Essex Court Renovations – Essex  
 Maplewood Terrace Housing – Window and Door Replacement – Middletown  
 USPS – Window Replacement - Danbury





**Rebecca S. Bouchard, CSI, CDT**  
specifications writer

**Rebecca Bouchard** leads in the production of specifications and product research for the company, collaborating with the designers, architects and engineers in the development of the complete construction document package for our projects. Her expertise ranges from corporate, educational and retail uses to industrial and institutional uses such as postal facilities, U.S. Navy installations and state facilities. Bouchard is familiar with the intricacies of general construction, construction management and fast track contracts, and serves as a resource to the entire staff in the development of specialized facility upgrades and BOMA space evaluations.

**Years with Firm:** 21

**Professional Registrations**

- ▶ Certified Document Technologist (CDT)

**Education**

- ▶ B.S. Architectural Engineering Technology, University of Hartford

**Affiliations and Activities**

- ▶ Emerging Architectural Community – Habitat for Humanity

**representative education experience**

Hinsdale Elementary School – Renovate as New – Winchester  
 Guilford Lakes School – HVAC Replacement – Guilford  
 ACES – Wintergreen Magnet School Renovate as New – North Haven  
 Mill Hill Elementary School – Renovate as New – Fairfield  
 Melissa Jones School – Door, Window and Elevator Replacement – Guilford  
 Cox School – HVAC Replacement – Guilford  
 Roger Sherman School – Additions and Alterations – Fairfield  
 ACES @ Leeder Hill – Renovate as New – Hamden  
 Turn of River School – Ceiling Replacement – Stamford  
 Region 13 Schools – HS and Strong School Pumphouse – Durham  
 Cheshire High School – ADA Renovations – Cheshire  
 Ledyard Middle School – Renovate as new – Ledyard  
 Shepherd Glen School – Renovate as New – Hamden  
 4 Schools – Theater Renovations – Wallingford  
 Gallup Hill School – Renovate as New – Ledyard  
 Highland School – Boiler Replacement – Cheshire  
 Stamford High School – Window Replacement – Stamford  
 Ledyard High School – Plumbing Repairs – Ledyard  
 Berlin High School - Feasibility Study & Renovate as New Additions - Berlin  
 Enfield High School Consolidation - Renovate as New - Enfield  
 East Shore Middle School - Additions & Renovations - Milford  
 Chatfield - LoPresti Elementary School - Expansion & Renovations - Seymour  
 Alternative High School - Renovations & Expansion - Milford  
 Bullard Havens RVTS - Roof Replacement - Bridgeport  
 Central CT State University Balf-Salvin Field - Support Facilities - New Britain  
 Early Care and Education Facility - New Facility - Waterbury  
 Glastonbury High School - Gymnasium Floor/Bleacher Replacement - Glastonbury  
 Jonathan Law High School - Renovations - Milford  
 Joseph Foran High School - Renovations - Milford  
 Kendall School - Classroom & Media Center Renovations - Norwalk  
 Manchester High School – Bleachers and Locker Rooms – Manchester  
 Southern CT State University Jennings Hall - Window Replacement - New Haven  
 Trumbull High School - Feasibility Study, Additions & Renovations - Trumbull  
 Trumbull High School - Science Laboratory Conversions - Trumbull







## **Glenford Davis**

construction administrator

**Glen Davis** is responsible for the construction administration on significant projects that are designed or overseen by the firm. Glen has over 20 years of experience overseeing document control, sitework, and construction administration across educational, municipal and government projects. He is well versed in the RFI process, submittals and shop drawings with strong ability in preparing, reviewing and tracking change orders. Glen provides a strong blend of administrative and field operations skills that adds great value for our clients.

**Years with Firm:** 2

### **Education**

- ▶ B.S. Construction Management, Central CT State University
- ▶ A.S. Architectural Technology, New York City Technical College

### **Licenses/Certificates**

- ▶ 30 Hour OSHA Training
- ▶ NYC DOB 4-HR Supported
- ▶ Scaffold User Certificate

### **representative experience**

Alice Peck Pre-K Program – Interior Renovations – Hamden  
Station #4 – Roof Replacement – New Britain  
229 North Street – Conversion to Classrooms – Stamford  
Station #2 – Roof Replacement – New Britain  
Hill House Housing Complex – Renovations – Greenwich  
Emergency Communications Center – Renovations – Fairfield  
Burns Latino Studies Academy – Interior Renovations – Hartford  
Sbona Tower – Elevator Replacement – Middletown  
ACES @ Leeder Hill – Renovate as New – Hamden  
Marin School – Roof Replacement – Bridgeport  
Station #4 – Window Replacement, Restroom Renovation & Interior Renovation – New Britain  
Sisson Avenue Firehouse – Interior Renovations - Hartford  
Norwalk Community College – Roof Replacement – Norwalk  
Yale University - Winchester Arms Renovations – New Haven  
University of New Haven – Dental Building Renovations – New Haven  
Echlin Hall – Office and Conference Room Renovations – New Haven  
Central High School – Renovation – Bridgeport  
USDA – New Wastewater Decon Building – New York  
Southern CT State University - Academic Laboratory Building – New Haven  
Hartford Hospital – Office and Conference Room Renovations – Hartford  
VA Montrose Medical Center – Interior Renovations – New York  
Philip Randolph High School – Exterior Renovations – New York  
Evander Childs High School – New Classrooms & Finishes – New York







**MICHAEL HORTON  
ASSOCIATES, INC.**

Consulting Structural  
Engineers

151 Meadow Street  
Branford, CT 06405

phone  
203.481.8600

fax  
203.481.0686

mha-eng.com

**ALFRED D. LOMBARDI, JR.**  
**Partner-in-Charge**

**Background:**

Al Lombardi is positioned as President of the firm with over 30 years of experience in design, document preparation and site inspections. Mr. Lombardi's project experience ranges from residential buildings to multi-million-dollar facilities, including projects in both the public and private sectors.

**Education:**

Platt Vocational Technical School  
Architectural Construction, 1981

**Post-Graduate  
Training:**

Business Administration,  
University of New Haven  
Masonry Design and Construction, 1997  
Masonry Design and Construction, 1998  
American Concrete Institute Certification,  
2000

**Professional  
Organizations:**

American Society of Civil Engineers  
American Institute of Steel Construction,  
Professional Member  
American Concrete Institute  
American Institute of Architects,  
Affiliate Member

**Years with Firm:**

25, including predecessor firm





**MICHAEL HORTON  
ASSOCIATES, INC.**

Consulting Structural  
Engineers

**PAUL J. SHEEHAN**  
**Project Engineer**

**Background:**

Paul Sheehan is positioned as a staff engineer with the firm with 15 years of experience in design, document preparation and site inspections. Mr. Sheehan's project experience ranges from multi-story residential buildings to multi-million dollar educational facilities, including projects in both the public and private sectors.

**Education:**

Naugatuck Valley Community College - AS -  
CADD/Design Engineering Technology  
Central Connecticut State University - BS Civil  
Engineering

**Professional  
Organizations:**

American Institute of Steel Construction

**Years with Firm:**

14

151 Meadow Street  
Branford, CT 06405

phone  
203.481.8600

fax  
203.481.0686

[mha-eng.com](http://mha-eng.com)



**CONFLICT OF INTEREST**

There are no business, financial, personal or other types of relationships which may pose of conflict of interest on this project.



## REFERENCES

- Client: *Guilford Public Schools*  
Guilford, CT
- Contact: Cliff Gurnham, Director of Operations  
gurnhamc@guilford.k12.ct.us; 203-458-0001
- Work Performed: Numerous school renovation projects and school security upgrades, recent HVAC study and upgrade.
- 
- Client: *Town of Cheshire*  
Cheshire, CT 06410
- Contact: George Noewatne, Director of Public Works  
gnoewatne@cheshirect.org; 203-271-6650
- Work Performed: Multiple Projects including Mechanical upgrades, boiler replacements and school renovations totaling over \$2,000,000
- 
- Client: *State of Connecticut Judicial Branch*  
Hartford, CT 06106
- Contact: Deborah Levesque, Project Manager, Facilities Design  
Deborah.levesque@jud.ct.gov; 860-706-5263
- Work Performed: HVAC upgrades at several facilities
- 
- Client: *JFK Elementary School*  
Windsor, CT
- Contact: Whit Przech, Building & Facilities Manager  
przech@townofwindsorct.com; 860-841-1486
- Work Performed: Replacement of heating and cooling control systems, new boiler plant, new Building Management System.
- 
- Client: *University of Connecticut*  
Office of Capital Projects  
Storrs, CT 06269
- Contact: Dave Koehler, Building Renovation Projects Director  
david.koehler@uconn.edu; 860-455-6090
- Work Performed: Renovation and code compliance assignments under on-call agreements for architecture, mechanical/electrical engineering and interior design.





SILVER/PETRUCELLI+ASSOCIATES  
*Architects / Engineers / Interior Designers*

## Engineering Design Services for HVAC Systems & Controls

Project Scopes: Studies, Boiler & Chiller Replacements, Hot and Chilled Water Pumps, Air Handling Units & Distribution, Energy Modeling, Energy Management Systems



Our engineers have provided a variety of mechanical and electrical engineering services for a variety of heating, ventilating and air conditioning (HVAC) systems. This experience includes:

Police Department Co-Gen Replacement, Fairfield – currently designing replacement of the co-gen system for the department.

Foran High School, Milford – new high efficiency boilers were designed with an auxiliary boiler so that the pool hot water could be provided during the summer while the main boilers were shut down. The cooling plant was replaced with a new 470-ton centrifugal chiller with a matching forced-draft cooling tower. New chilled water pumps, condenser water pumps, and water treatment equipment were provided along with a corrosion resistant cooling tower. The project required careful phasing of its two boilers and large chilled water plant, coordinating schedules around both the student occupancies and the public use of the aquatic center.

Post Office, Brookfield – replacement of all of the equipment in this 4,000 square foot facility included a new hot water boiler, pumps, controls and relays which were installed to provide reliable and high efficiency heating, reducing energy consumption by over 40%.

East Lyme High School - extensive modifications to the HVAC systems included installation of a new 175-ton water-cooled chiller, and a new 400-ton cooling tower to serve the new chiller along with an existing one. Multi-zone equipment was replaced with new rooftop air handling units, and variable air volume distribution systems. Auditorium systems were refurbished by replacing coils, drain pans, and controls.

City Hall, Norwalk – cooling tower replacement.







SILVER/PETRUCELLI+ASSOCIATES  
*Architects / Engineers / Interior Designers*

## Engineering Design Services for HVAC Systems & Controls

Project Scopes: Studies, Boiler & Chiller Replacements, Hot and Chilled Water Pumps, Air Handling Units & Distribution, Energy Modeling, Energy Management Systems



Jonathan Law High School, Milford (*pictured above*) – boiler replacement was completed while school was in session, closely coordinating the work with the educators and plant facilities staff to ensure they were operational before the heating season. New fuel storage tanks for the standby generator were also retrofitted as part of this challenging basement installation, requiring the removal and installation work in small sections and pieces.

Jackson Middle School, New London - A replacement boiler plant was designed within an extremely short timeframe due to the absence of a back-up boiler. Our scope included removal of existing cast iron sectional boilers and replacement with similar equipment – each boiler has an output rating of nearly six million BTUH. Improvements to combustion air, natural gas distribution, boiler controls, and steam piping in the boiler room were also accomplished as work of this successful project.

Kings Highway Elementary School, Westport - an investigation of existing ventilation systems in this elementary school that has undergone several additions included an evaluation of heating, ventilation, and potential new air conditioning systems throughout school. Using in-house energy model simulations, improvements were presented to the school district.

Kendall Elementary School, Norwalk - HVAC system improvements included replacement of boilers' new heat distribution system and installation of energy recovery ventilators with variable air volume control based on carbon dioxide level sensing. New direct digital control (DDC) energy management system was also installed.







SILVER/PETRUCELLI+ASSOCIATES  
*Architects / Engineers / Interior Designers*

## COVID-Driven Ventilation Studies & Assessments



*SPA engineers are providing ventilation studies and assessments for Guilford and Fairfield Public Schools.*

School districts have been advised by public health officials that a good flow of fresh air can help dissipate any COVID virus that might find its way inside their school buildings. Maximizing fresh air in school buildings of varying ages and technologies, however, poses unique challenges for many districts.

Older buildings can rely on wide opened windows to let in fresh air, however when cold weather arrives, schools without modern HVAC systems are faced with flushing building air before and after school (minimally, two hours prior to staff/student arrival and at least one hour after is recommended) without overtaxing and damaging heating systems. At the same time, the capacity of ventilation systems running continuously during the day needs to be considered.

On the other hand, newer schools with computerized ventilation systems swap out the building's air on a programmed schedule. Increased air filtration shows promise in trapping particles from the air stream; however each piece of mechanical equipment needs to be examined to determine whether it can sustain performance while being exposed to increased pressure drops as a result of increased efficiency.

Each type of space (i.e., offices, classrooms, media centers and gymnasiums, etc.) has different requirements for ventilation rates based on their occupancy and use. Engineers are assisting the Towns of Fairfield and Guilford with evaluations of their ventilation systems as they aim to assure educators, parents and students of safe hybrid and in-school learning environments.

Further, in recent school design projects architects, engineers and interior designers are integrating social distance programming and optimal furniture placement with HVAC systems, acoustics, and air cleaning tools (i.e., UV light) into their designs.





SILVER/PETRUCELLI+ASSOCIATES  
Architects / Engineers / Interior Designers

## JFK Elementary School

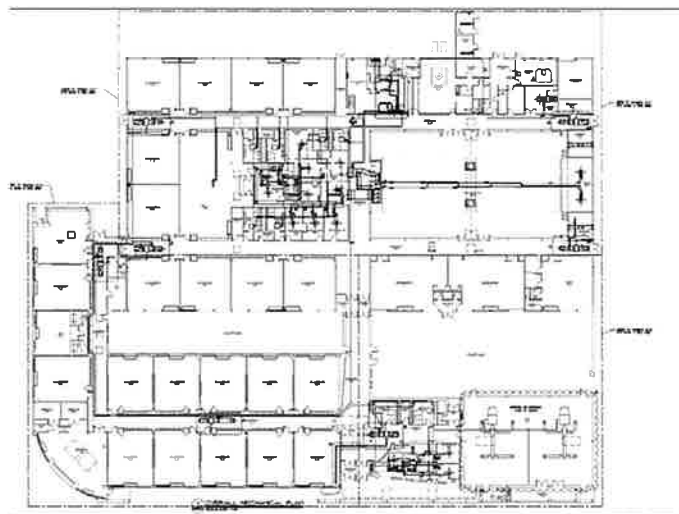
Windsor, Connecticut

Project Scope: HVAC Replacement & Upgrade  
Project Size: 61,000 s.f.  
Construction Cost: \$2.5 Million  
Contractor: SAV-MOR Cooling & Heating  
Owner: Town of Windsor



The JFK Elementary School is a single-story school building. The original 37,000 square foot school building was constructed in 1961 with a major renovation and addition project in 1987 which added approximately 24,000 square feet, including Classrooms, Gymnasium and Administrative Offices. Two of the original classrooms were converted to a Library, and the Main Office was relocated into the new addition, as part of the 1987 project.

The project scope includes replacing or upgrading the original heating equipment and adding air conditioning where needed. Design services for boiler replacement, new unit ventilators and VRF air conditioning is included. The electrical service is also being upgraded to accommodate the added electrical load for air conditioning.







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Architects / Engineers / Interior Designers

## Joseph Foran High School

Milford, Connecticut

Project Scope: Mechanical Plant Replacement  
Project Size: 300,000 SF  
Construction Cost: \$1.8 Million  
Owner: City of Milford  
Contractor: Bismark Construction



The former steam boilers had reached the end of the 40 year life, and new high efficiency boilers were designed with an auxiliary boiler so that the pool hot water could be provided during the summer while the main boilers were shut down. The cooling plant was also replaced with a new 470-ton centrifugal chiller with matching forced-draft cooling tower. New chilled water pumps, condenser water pumps, and water treatment equipment were provided as part of this project. A corrosion resistant cooling tower, utilizing the same pads and structure for the decaying cooling plant.



The overhaul of this high school's mechanical systems was completed while school was in session, closely coordinating the work with the educators and plant facilities staff to make sure that the boilers were operational before the heating season and so the chiller and cooling tower were in place before May.

The project was completed on time for each season and more than \$200,000 under budget.







SILVER/PETRUCELLI+ASSOCIATES  
*Architects / Engineers / Interior Designers*

## Building Management System Engineering & Design



Building Management Systems provide building owners with the ability to monitor, control, and adjust all HVAC systems (along with plumbing, power, lighting, if desired) from a central physical location that can be accessed remotely via the internet. Occupancy schedules and set points can be set and adjusted along with pre-determined alarm conditions which can remotely notify facilities staff. Features such as night setback, holiday and weekend scheduling are often included to allow systems to minimize energy expenditure during unoccupied periods. Related projects include:

Enfield High School, Enfield - features a fully integrated Building Automation System (BAS), incorporating Direct Digital Control (DDC) for temperature control, energy management, equipment monitoring and control, and all subsystems

Berlin High School, Berlin - will utilize a fully integrated Direct Digital Facility Management System (DDC) with BACnet I/P protocol to manage all building systems.

Crystal Lake Elementary School, Ellington - The Facility Management and Control System (FMCS) is capable of total integration of the facility infrastructure systems including chillers, boilers, air handling systems, and fire-life safety systems.

Chatfield School, Seymour - features a fully integrated HVAC Instrumentation and Control Building System incorporating Direct Digital Control, electric & electronic control, and building system control interfaces.

Stratfield Elementary School, Fairfield - temperature control and monitoring is via Direct Digital Controls using LonTalk® protocol.





## WORK PLAN

We will begin the project with a kick-off meeting with the City and BOE to confirm project scope and goals and to review the Facilities Condition Study.

### Assessment

We will field investigate existing conditions at each school against the Facilities Condition Study.

We will meet with the Fire Marshal, Building Official and Health Department to confirm any current violations or concerns that they may have with the buildings and seek out their requirements and develop the plan of action incorporating their requirements.

We will conduct a meeting with City and school staff to review known/suspected HVAC issues within the inventory of buildings/spaces involved. These include:

- ▶ Documented existing issues
- ▶ Comfort Complaint and Maintenance Issue Logs
- ▶ Routine Maintenance Records
- ▶ Equipment Inventory (Age, Location, Areas Served, Condition, Size, Make, Model, etc.)
- ▶ Facility standards for temperature, humidity, filtration, ventilation, etc. if applicable

We will identify design and as-built documentation available for:

- ▶ Verification in field
- ▶ Code compliance under current standards
- ▶ Best practices currently in use

We will tabulate the data above to present current status and deficiencies based on levels of concern related to issues of IAQ. These include:

- ▶ Mandatory for Code
- ▶ Repair to original design compliance
- ▶ Upgrade for maintenance, age, operational issues, etc.
- ▶ Recommendations for upgrade to existing operation
- ▶ Replacement required or recommended

Alternative solutions that best serve the school will be considered. Installation cost, energy efficiency, ease of use by occupants, acoustical characteristics, maintenance cost/complexity, size/weight implications, ventilation characteristics, availability (i.e. lead time), and others will factor into our evaluation process.

We will consider systems that are inspired by Connecticut's High Performance Construction Standards (i.e., chilled beams, VAV). We will also explore potential sources of funding that might offset construction costs as well as available incentives from the utility.

Any demolition requirements for the new systems including electrical modifications will be documented. We will develop a budgetary opinion of probable cost for the individual categories and as a whole.

We will present a report of findings and summary of recommendations based on available funding, addressing the highest levels of concern first and following up with next levels achievable within these constraints.





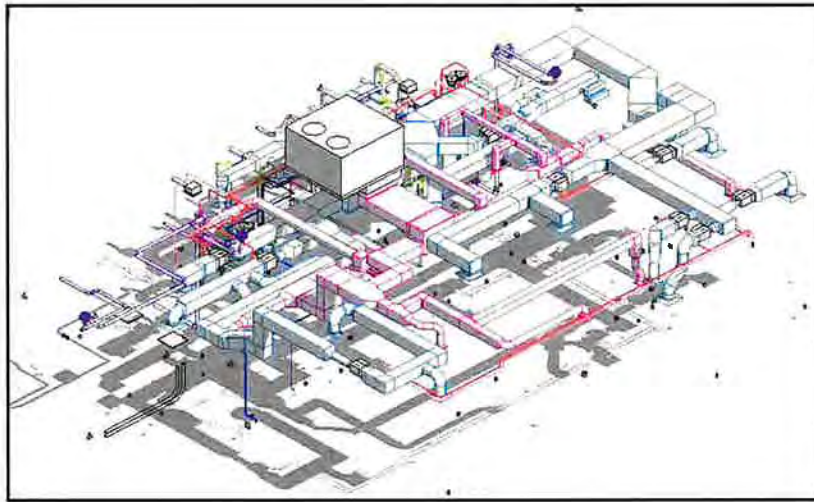
## **Design Engineering**

Based on the results of our study, we will evaluate the current Planning and Zoning regulations and permitting requirements for the high school. We will identify applicable development constraints, permitting requirements, and anticipated permitting schedules. We will also determine the key contacts at the City and suggested participants for permit process meetings.

With the City's approval, we will seek the planning and development approvals required of the City and State agencies with jurisdiction over these projects. We have anticipated preliminary meetings with and related work sessions with the Health Department, Engineering Department and WPCA.

The Design submission will include the following:

- ▶ Schematic layouts of utility services to the proposed project.
- ▶ Architectural floor plans and interior elevations
- ▶ Interior furniture and equipment layouts and interior elevations
- ▶ Architectural reflected ceiling plans and interior elevations.
- ▶ Preliminary structural, mechanical and electrical engineering concepts and layouts.
- ▶ Schematic Design narrative, including agency/City approval submission requirements, and preliminary approval schedule.
- ▶ Demolition Plans
- ▶ Energy efficient engineering systems will be designed incorporating rebates and incentives for lighting and mechanical installations



The project estimate will be reconciled, and plans will be submitted to the City and regulatory boards for approval.

Supplemental field investigation work will be completed to verify details and specifications developed as a part of this phase of the work.

Inevitably there will be existing utilities impacted by elements of the design. Our approach is to strive to minimize relocations to keep the project on schedule. We will meet with utility companies to obtain information about their rebate programs for energy conservation measures and determine if the CCEF has re-opened up the application process for alternative energy solutions and grant assistance.

If necessary, reasonable code modification requests will be prepared for approval by the local fire marshal or building inspector and subsequently the State Fire Marshal's office. We will prepare the modifications based on our experience with customarily acceptable relief requests, as well as preparing modifications that will provide reasonable life safety while reducing the financial burden of the project.



Plans will be submitted to the owner and regulatory boards for approval.

### **Construction Documents**

**Our in-house specifications writers** will complete a comprehensive set of construction documents for each school with finalized cost estimates and construction schedules. During the preparation of the construction documents, we will meet with the team regularly to review the system selections, plans and other design features, confirming that all program requirements and goals are included in the plans. Specifications for Divisions 1-16 will also be prepared.

After our in-house quality review, we will issue final review sets of documents to the City for review and comment.

With the City's approval, we will edit the final plans and issue the final documents, including specifications, for the City's printing and distribution to potential bidders. We will coordinate our bid preparation efforts with the City's Purchasing Department.

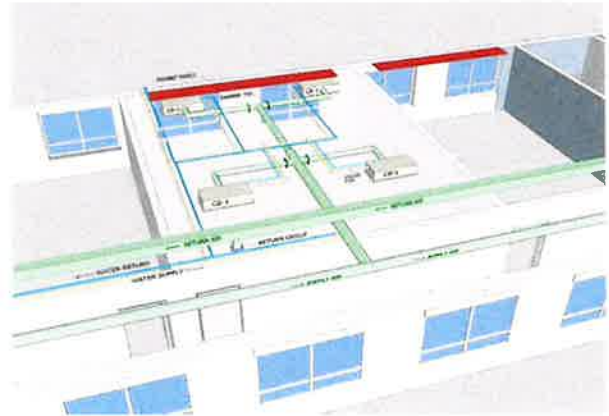
A comprehensive set of construction documents with finalized cost estimates and construction schedules broken into phases including:

- ▶ Cover sheet and general information
- ▶ Code sheets and code information, including existing and new code information
- ▶ Remediation plans and floor plans if any, equipment plans, reflected ceiling and roof plans
- ▶ Elevations, sections, details, miscellaneous details, enlarged floor plans
- ▶ Structural plans, details, sections and special notes.
- ▶ HVAC plans, sections, and details including equipment schedules.
- ▶ Plumbing plans, sections, details and equipment schedules.
- ▶ Fire Protection plans, sections, details and equipment schedules.
- ▶ Electrical lighting and power plans, sections, details and equipment schedules.

### **Bidding**

Our bid phase support includes attendance at the pre-bid conference and bid opening. All bidder questions will be reviewed and, when necessary, referred to the relevant discipline for response. Addenda will be prepared as required to clarify the scope of the work and specifications of material, products and the execution of the work. Addenda and Requests for Information (RFIs) will be distributed to all registered bidders.

After the bids are received, we will develop a spreadsheet comparing all bids and our estimate. We will review for the reasonableness of the unit bid prices and look for any indication of a possibly unbalanced bid. We will also check the contractor's references and work experience, as well as verifying the completeness of the bid submissions. Based on this review, we will make a written award recommendation.





## Construction Administration & Close-out

Because Silver / Petrucelli has a full-time construction administration department, we designate a dedicated Construction Administrator during project design to act as the point person for all correspondence and documents as well as a liaison between the Owner and the contractor. Having one dedicated individual handling all correspondence allows for ease of communication, as all involved parties know whom to go to for answers.

Our typical CA services include

:

- ▶ Shop drawing review and approval
- ▶ Design modifications and sketch preparation
- ▶ Requisition review and approval
- ▶ Job coordination and progress meetings
- ▶ Contract interpretation and response to inquiries
- ▶ Periodic site visits to assure quality standards are being met and general conformity to the construction documents
- ▶ Change order preparation and review
- ▶ Punch list and contract closeout



*SPA's in-house CA team.*

## **Project Close Out**

We respond to inquiries regarding the warranties and corrective work required by the contractor during the warranty period. We conduct a post construction evaluation of the project, determining the financial and schedule performance of the team, the responsiveness of the designs to the program and other related issues.

## Quality and Control

The quality of project documentation and detailing cannot be separated from the quality of the design. Tighter design documentation and in-house quality control reviews reduces change orders during the construction phase and facilitates communication between the design team and the contractor in the field. Conveying the details reduces the probability of change orders and schedule delays and leads to more accurate cost estimates and bids. S/P+A has implemented a multi-tiered Quality Assurance/Quality Control Plan where project documents are continuously checked by senior members of the firm at every phase of a project, from schematic design through construction documents.

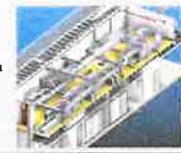
### **Quality Assurance / Quality Control Plan** (ongoing throughout your project)



The Principal-in-Charge acts as the final quality control agent, reviewing documents at periodic intervals as well as the 100% complete stage. This review may take days to complete and assures that the project does not leave the office until it has met our highest quality standards. We also use Redi-Check services for yet another level of quality review.



Progress documents are reviewed with the Owner and/or CM often making sure all program requirements have been met while incorporating the facilities, maintenance, and management requirements. Advanced 3D technologies such as Revit are fully integrated in-house to enhance design and construction. Models are located on **one server**, allowing all disciplines to work on them simultaneously, thereby eliminating coordination delays.



An open plan studio environment fosters superior collaboration and interaction. Lead design and production architects sit next to the Project Managers who are adjacent to job captains and draftsmen. Project decisions or changes are communicated clearly and often.





## SERVICES EXPECTED OF THE CITY

The following services or tasks are expected of the City who is expected to be an integral team member with us as we produce the designs and construction documents for this project.

- Provide copies of existing condition or 'as designed' plans from City, School or Building Department archives.
- Coordination of timely and concurrent interviews with department heads that are to be affected by the project.
- Development of overall project budgets and communications with various oversight boards or commissions.
- Timely review of project meeting minutes, program summaries, schematic design alternatives and final approval of designs and construction documents.
- Coordination with consultants that will be required by the new work.
- City's Project Manager(s) will be the principal liaison and communicant with City agencies, boards and committees.



*Dean Petrucelli, AIA presents and discusses plans with a Building Committee.*



## HOURLY RATES

Silver Petrucelli's rates include in-state travel, office supplies, software and hardware.

Percentage add-on for indirect labor costs: 160%

Percentage add-on for profit: 10%

Percentage add-on for subcontracted work: 10%

<b><u>Personnel</u></b>	<b><u>Hourly Rate</u></b>
Principal/Project Manager	\$174
Principal/Project Architect	\$160
Architect	\$112
Architectural Designer	\$106
Architectural Draftsperson	\$82
Principal M/E Engineer	\$174
Project Engineer/Manager	\$148
Project Engineer	\$110
Engineering Designer	\$103
Interior Designer	\$118
Construction Administrator/Building Official/Fire Marshal	\$133
Specifications Writer	\$106
Clerical/Word Processing	\$73



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

City of Waterbury Water Treatment Plant - Thomaston Radiator Generator

(Service or Commodity Covered by Contract)

P.O. 182179

(Term of Contract)

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Riverside Streetscape

(Service or Commodity Covered by Contract)

P.O. 196815

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

City of Waterbury Water Treatment Plant - Thomaston Radiator Generator

(Service or Commodity Covered by Purchase Order)

P.O. 182179

(Date of Purchase Order)

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Riverside Streetscape

(Service or Commodity Covered by Purchase Order)

P.O. 196815

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒ X

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

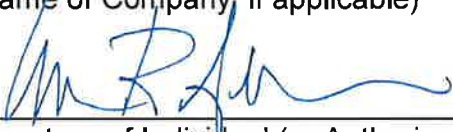
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Silver, Petrucelli & Associates, Inc.

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

3/28/22

Date

William R. Silver, President

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.


Full Legal Name and address of Recipient, Vendor, or Contractor:

Silver, Petrucelli & Associates, Inc.  
3190 Whitney Avenue  
Hamden, CT 06518

Print Name and Title of Authorized Representative:

William R. Silver, President

Signature of Authorized Representative:



Date: 3/28/2022



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: \_\_\_\_\_

County of New Haven

William R. Silver, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or principal** of Silver, Petrucelli & Associates, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

       Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	William R. Silver	President	6/3/1955	37.9
2	Dean A. Petrucelli	Vice President	9/10/1963	37.9
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

Denise La Rosa  
Witness

Silver, Petrucelli & Associates, Inc.

\_\_\_\_\_  
Name of Corporate Signatory

3190 Whitney Avenue, Hamden, CT 06518

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: [Signature]  
Name of Authorized Corporate Officer

Its: President  
Title



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

) SS

County of New Haven )

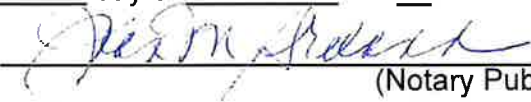
William R. Silver

being duly sworn,

Silver, Petrucelli & Associates, Inc.

deposes and says that he/she is President of                      and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 28th day of March 2022.

  
(Notary Public)

My Commission Expires: July 1, 2026



## ATTACHMENT C

**KEVIN MC CAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET, ROOM 103  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

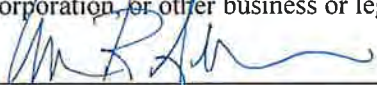
1	<u>March 21, 2022</u>	4	<u></u>
2	<u></u>	5	<u></u>
3	<u></u>	6	<u></u>

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

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

06-1329866

Social Security Number  
or Federal Identification Number

  
Signature of Individual or Corporate Name

William R. Silver

Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name William R. Silver  
By: President  
(Title)  
Business Address: 3190 Whitney Avenue, Hamden, Ct 06518  
(City, State, Zip Code)  
  
Phone: 203-230-9007 x 206  
Email: bsilver@silverpetrucelli.com  
Date: 3/28/2022

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



**INFORMATION REGARDING FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION**

a. Have you ever failed to complete any work awarded to you? If so, where and why?	Silver / Petrucelli + Associates has never failed to complete any work awarded to us.
b. Have you ever defaulted on a contract? If so, where and why?	We have never defaulted on a contract.
c. Is there any pending litigation, which could affect your organization's ability to perform this agreement? If so, please describe.	There is no pending litigation which could affect our organization's ability to perform this agreement.
d. Has your firm ever had a contract terminated for cause within the past (5) years? If yes, provide details.	We have never had a contract terminated prior to completion in our 30+ year history, another example of responsive and outstanding service to our clients throughout Connecticut.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.	No.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details	During the past 30+ years Silver / Petrucelli + Associates has never filed for protection under the Federal bankruptcy laws.
g. Are there any other factors or information that could affect your firm's ability to provide the service being sought about which the City should be aware?	There are no other factors or information that could affect Silver / Petrucelli + Associates' ability to provide the services being sought about which the City should be aware.



## Attachment D

### Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A- "VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

**General Liability:**                      \$1,000,000 each Occurrence  
   \$2,000,000 General Aggregate  
   \$2,000,000 Products/ Completed Operations Aggregate

**Auto Liability:**                         \$1,000,000 Combined Single Limit each Accident  
   Any Auto, All Owned and Hired Autos

**Workers Compensation:**         WC Statutory Limits  
   Employer Liability (EL)  
   \$1,000,000 EL each Accident  
   \$1,000,000 EL Disease each Employee  
   \$1,000,000 EL Disease Policy Limits

**Excess/Umbrella Liability:**         \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate

**Professional Liability/E&O:**       \$1,000,000 each Wrongful Act  
   \$1,000,000 Aggregate

**Other Insurance Required:** Abuse/Molestation Liability Insurance: \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate  
   (Applicable to Contractors working directly with Youth/Minors)

**Employee Dishonesty/Crime:** \$500,000 per Loss



**Builder's Risk Insurance:**            \$1,000,000 each Occurrence

**Contractors Pollution Liability Insurance:**    \$1,000,000 each Claim  
   \$2,000,000 Aggregate Coverage

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.





SILVE-2

OP ID: KAT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2022

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

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

<b>PRODUCER</b> Anderson - Krause, Inc. P O Box 110 Branford, CT 06405 Anderson - Krause Inc.	<b>203-488-6386</b>	<b>CONTACT</b> Regina Dabbraccio
		<b>NAME:</b>
		<b>PHONE</b> 203-488-6386 <b>FAX</b> 203-488-1738
		<b>(A/C, No, Ext):</b>
		<b>E-MAIL</b> rdabbraccio@andersonkrause.com
		<b>ADDRESS:</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> ITT Hartford Insurance Group <b>NAIC #</b> 22357
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**INSURED**  
Silver Petrucelli & Assoc. Inc  
Attn: Mr. William R. Silver  
3190 Whitney Ave. Bldg 2  
Hamden, CT 06518

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	31SBARU1946	02/06/2022	02/06/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	X	X	31UECTD2847	02/06/2022	02/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB			31SBARU1946	02/06/2022	02/06/2023	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE	X	X				AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	31WECNN7442	02/06/2022	02/06/2023	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> VALUABLE PAPERS			31SBARU1946	02/06/2022	02/06/2023	VAL.PAPER 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The holder, the City of Waterbury and its Board of Education are listed as add'l ins'd as long as req'd by written contract. Blkt Waiver of Subrogation on WC&GL when req'd by written contract or agreement as well as primary&non-contributory under GL when req'd by written contract. Project: School Building HVAC and Mechanical Solution RFP No. 7208

## CERTIFICATE HOLDER

## CANCELLATION

CITYW-5

City of Waterbury  
City Hall Building  
235 Grand Street  
Waterbury, CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





SILVPET-01

PATRA3

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/27/2022

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

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

<b>PRODUCER</b> Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	<b>CONTACT NAME:</b> Kristen D. Kane		
	<b>PHONE (A/C, No, Ext):</b> (860) 430-3258	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> kkane@SmithBrothersUSA.com		
<b>INSURED</b>  Silver Petrucelli & Associates, Inc. 3190 Whitney Avenue Hamden, CT 06518	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Berkley Insurance Company</b>		<b>32603</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <b>OTHER:</b>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab</b>			<b>AEC-9051759-03</b>	<b>1/13/2022</b>	<b>1/13/2023</b>	<b>Each Claim 5,000,000</b>
<b>A</b>	<b>Retrodate 10/1/91</b>			<b>AEC-9051759-03</b>	<b>1/13/2022</b>	<b>1/13/2023</b>	<b>Aggregate 5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Re: RFP #7208, School Building HVAC and Mechanical Solution.

**CERTIFICATE HOLDER****CANCELLATION**

City of Waterbury  
City Hall Building  
235 Grand Street  
Waterbury, CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE









SILVER / PETRUCELLI + ASSOCIATES  
*Architects / Engineers / Interior Designers*

May 6, 2022



Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
City Hall Building, Room 103  
235 Grand Street  
Waterbury, CT 06702  
Via Email to: [kmccaffery@waterburyct.org](mailto:kmccaffery@waterburyct.org)

Re: School Building HVAC & Associated Mechanical Solutions Assessment, Design & Engineering  
Services - RFP# 7208  
SP+A Project No. 22.078

Dear Mr. McCaffery:

Thank you for the opportunity to adjust our percentages and hourly rates submitted with our proposal. Attached please find our change which reflects a reduction in the percentage for subconsultant markup to 5%. Our attached rates will remain in place for the length of the project.

We look forward to continuing our work with Waterbury Public Schools. Please let us know if you have any other requests or questions. You can contact me with any questions via phone at 203-230-9007 x206 or email at [bsilver@silverpetrucelli.com](mailto:bsilver@silverpetrucelli.com). Thank you.

Sincerely,

William R. Silver, AIA  
President



## **HOURLY RATES**

Silver Petrucelli's rates include in-state travel, office supplies, software and hardware.

Percentage add-on for indirect labor costs: 160%

Percentage add-on for profit: 10%

Percentage add-on for subcontracted work: 5%

<b><u>Personnel</u></b>	<b><u>Hourly Rate</u></b>
Principal/Project Manager	\$174
Principal/Project Architect	\$160
Architect	\$112
Architectural Designer	\$106
Architectural Draftsperson	\$82
Principal M/E Engineer	\$174
Project Engineer/Manager	\$148
Project Engineer	\$110
Engineering Designer	\$103
Interior Designer	\$118
Construction Administrator/Building Official/Fire Marshal	\$133
Specifications Writer	\$106
Clerical/Word Processing	\$73



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: \_\_\_\_\_

County of New Haven

William R. Silver, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or principal** of Silver, Petrucelli & Associates, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

       Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	William R. Silver	President	6/3/1955	37.9
2	Dean A. Petrucelli	Vice President	9/10/1963	37.9
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



Its: President  
Title



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

) SS

County of New Haven )

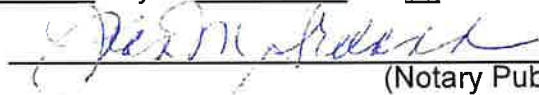
William R. Silver

being duly sworn,

Silver, Petrucelli & Associates, Inc.

deposes and says that he/she is President of \_\_\_\_\_ and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 28th day of March 2022.

  
(Notary Public)

My Commission Expires: July 1, 2026



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 5/5/2022

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Silver, Petrucelli & Associates, Inc.  
William R. Silver  
Dean Petrucelli  
3190 Whitney Ave.  
Hamden, CT 06518

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us***EXECUTIVE SUMMARY**

**Date:** May 31, 2022

**To:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members *RM*

**From:** Rosh Maghfour, Interim Chief Operating Officer

**Subject:** Master Professional Services Agreements for RFP #7208 for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with The JAED Corporation dba StudioJAED

The Education Department respectfully requests your review and approval of a Master Professional Services Agreement for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with StudioJAED for a period of one year with two one-year extension options.

The City has streamlined the process for obtaining needed school building HVAC and mechanical solutions assessment, design and engineering services by creating a master agreement for these services, which contains all the City's standard terms, conditions and 'boiler plate' language for each service, including rates of compensation and additional required language to comply with the American Rescue Plan Act (ARP) and the Elementary and Secondary Schools Emergency Relief (ESSERII) Fund.

The master agreement provides for the issuance of Task Orders which will be project specific and issued on an as-needed basis. Each Task Order will be on a project by project basis and will outline the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order will require the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

Thank you for your consideration.

Attachments (3): Agreement, Disclosure, Tax Clearance

c: Mike Konopka, Louis Muradas, Dave Heavener



**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 7208**

For  
School Building HVAC And Mechanical Solutions  
Assessment, Design And Engineering Services  
between  
The City of Waterbury, Connecticut  
and  
The Jaed Corporation

THIS MASTER AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and THE JAED CORPORATION D/B/A STUDIOJAED, located at 2500 Wrangle Hill Road, Suite 110, Bear, DE, a Delaware Corporation (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7208 for school building HVAC and mechanical solutions assessment, design and engineering services; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7208; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project"); and

**WHEREAS**, the Contractor desires to undertake projects to be assigned by the City under the terms of this Master Agreement; and

**WHEREAS**, specific projects to be performed under the terms of this Master Agreement shall be assigned through Task Orders issued to the Contractor.

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with



any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide HVAC equipment and mechanical system assessments and development of comprehensive design-engineering solutions and bid specifications on designated aged Waterbury Public School buildings as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. Contractor shall also participate with the City in the development of Task Orders for each assigned project. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No. 7208 (attached hereto)
- 1.1.2 The Jaed Corporation d/b/a StudioJAED's revised Cost Proposal dated May 9, 2022 (attached hereto)
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4 Certificates of Insurance, incorporated by reference
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6 All Required Licenses
- 1.1.7 Required Contract Provisions ARPA Funded Projects
- 1.1.8 All Task Orders to be issued to Contractor by City pursuant to this Master Agreement. (Contractor acknowledges that no Task Orders are appended as part of **Attachment A** at the time of signing and that any Task Orders issued will be appended and become part of **Attachment A** when issued.)

- 1.2. The entirety of **Attachment A**, future Task Orders issued by City to Contractor and this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 The Jaed Corporation d/b/a StudioJAED's revised Cost Proposal dated May 9, 2022 (attached hereto)
- 1.2.3 The Task Order for each assigned project.
- 1.2.4 The City's solicitation documents, RFP No. 7208.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein



**1.3. Task Orders.** Task Orders under this Agreement will be assigned by the City for work to be performed by Contractor within the scope of services defined in this Master Agreement. The City, in the Task Order, shall define the project, a time for completion of the project including project milestones and the cost to complete the Project as determined in conformity with the pricing schedule of this Agreement. All deadlines established by the City shall be incorporated into Section 5 Contract Time of the Master Agreement as if fully set forth therein.

All Task Orders, when issued pursuant to this Master Agreement, shall be incorporated into this Master Agreement, made part hereof, and shall be subject to all terms and conditions set forth herein.

**2. Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City



property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.



**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.



**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Master Agreement shall be for a period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6) month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources.. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

**5.1.** Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**5.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first



seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

The compensation shall be paid in conformity with The Jaed Corporation d/b/a StudioJAED's revised Cost Proposal dated May 9, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. Further, each Task Order shall have a project cost based on the pricing of the revised Cost Proposal dated May 9, 2022.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 and capped at the project cost defined in the respective Task Order governing each assigned project. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.



**6.2. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.3. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7208 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.4. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or



officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations



are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit  
each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.  
**\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing  
coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of  
Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to  
Workers' Compensation.



**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate**

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of



Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The



Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.



**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such



reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior



to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.



**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.



**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment



amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7208** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7208**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.



**29. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**30. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**31. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**32. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: The Jaed Corporation d/b/a StudioJAED  
2500 Wrangle Hill Road  
Suite 110  
Bear, Delaware 19701

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept



from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this



subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.



**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

WITNESSES:

THE JAED CORPORATION D/B/A  
STUDIOJAED

Sign:  \_\_\_\_\_

By:  \_\_\_\_\_

Print name: Brian M. Zigmond

Its: President \_\_\_\_\_

Sign:  \_\_\_\_\_

Date: 05/26/2022 \_\_\_\_\_

Print name: Beatrice L. Cook



## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7208 (attached hereto)
2. The Jaed Corporation d/b/a StudioJAED's revised Cost Proposal dated May 9, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by



the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



## CORPORATE RESOLUTION

I, Beatrice L. Cook, hereby certify that I am the duly elected and acting Secretary of The JAED Corporation, a corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 26th day of May, 2022.

"It is hereby resolved that Philip R. Conte is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said The JAED Corporation corporation this 26th day of May, 2022.

*Beatrice L. Cook*

\_\_\_\_\_  
Secretary





**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP#7208 for  
SCHOOL BUILDING HVAC & ASSOCIATED MECHANICAL SOLUTIONS  
ASSESSMENT, DESIGN & ENGINEERING SERVICES**

The Waterbury Board of Education is seeking qualified design/engineering firm(s) to provide assessments of existing legacy HVAC equipment and mechanical systems at designated school buildings in the District and to provide comprehensive design engineering solutions.

**A. Background**

The Board of Education (BOE) is the recipient of \$67 million in Pre-K, K-8 and Secondary School Emergency Relief (ESSER) funding being passed through the State Department of Education. The BOE anticipates a substantial portion of the ESSER funding will be appropriated by the Board of Education for upgrading and replacement of existing HVAC equipment and mechanical systems throughout the district. The BOE desires the development of comprehensive HVAC and associated mechanical solutions for each designated school building or school building complex. The selected firm(s) will be expected to perform assessments, develop comprehensive solutions and develop bid specifications in a compressed timeline due to established deadlines in place for the commitment and expenditure of the ESSER funds. The BOE additionally desires the development of comprehensive solutions, when practical, to fully maximize available energy incentives. The selected firm(s) will be tasked to facilitate the energy incentive applications, review and approval process.

The Board of Education engaged a firm last year that is nearing completion of a Long Range Infrastructure Facility Study. The Study provided a Facilities Condition Assessment (FCA) of all school facilities, resources, and technology infrastructure with respect to current and future condition and capacity. The subsequent Facilities Master Plan will identify priorities for repair, renovation, reconstruction or consolidation of the District's physical plants, including major HVAC systems and equipment. The successful bidder shall be provided the pertinent FCA Study in order to assist in targeting projects with the best cost/benefit profiles.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan



Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7208 package.

## **B. Qualifications**

Eligible proposers will be those individuals, firms, businesses, and companies that have the following qualifications:

1. Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.
3. A proposer with a proven track record in providing these types of or similar services.
4. Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.
5. Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.
6. Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.

## **C. Scope of Services**

The selected firm(s) will perform HVAC equipment and associated mechanical system functional assessments and develop comprehensive design plans and bid specifications and plans for the designated, target facilities in a compressed timeline. The selected firm(s) will establish regular progress communications with BOE representatives along with the BOE's designated ESSER Projects Oversight Manager and Technical Advisor. All parties will be involved with project concept & proposed solution evaluation prior to approval to proceed with development of bid specifications. It is anticipated that all services will be provided on a time & materials basis, in accordance with contractually established rates. It is possible that the BOE will engage one or more firms under an on-call master services contract arrangement in light of the compressed timelines for the commitment and expenditure of ESSER funds and anticipated bidder staffing resources. Table #1 below includes the school facilities that are first scope priorities, with other schools



to be potentially added to the scope during the term of the contract, including any option periods awarded.

Table #1

Name	Address	Grade Level	Square Footage	Construction
Crosby-Wallace Complex	300 Pierpont Rd.	6-12	398 ksf	1974
North End/Wilby Complex	534 Bucks Hill Rd	6-12	434 ksf	1978
Kennedy School	422 Highland Avenue	9-12	236 ksf	1964
West Side School	483 Chase Parkway	6-8	434 ksf	1976

#### **D. Agreement Period**

To be negotiated. A multiyear arrangement is anticipated, likely in the form of one-year commitment with subsequent one-year City held options.

The City will contractually reserve the right to cancel the contract at any time.

#### **E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website (<http://procureware.com/waterbury>) and must be received **by 2:00 PM on March 18, 2022**. Prospective proposers must



limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury Procurement website **by 2:00 PM on March 22, 2022**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

## **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the Board of Education's Chief Operating Officer or designee for the Board of Education.

## **G. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City.
  - Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being



considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to staff the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines,



answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard Contract/Agreement language. See Attachment B.
15. Any contract resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and five **(5)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or thumb drive, must be received at the following address no later than **11:00AM on March 30, 2022**.

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their company's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.



1. Proposer Information: Please provide the following information:

- a. Company Name.
- b. Permanent main office address.
- c. Date company organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus along with a detailed description of proposed project lead(s) and support team.
- b. Summary of Relevant Experience. A listing of similar School Districts whereby the proposer has provided similar assessment and design-engineering services to in the past seven (7) years. For each, provide the organization name and the name, title, email address and telephone number of a responsible contact person.
  - For each, provide a summary overview of the project/services provided, duration of time, success of project/services provided and status of completion.
  - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. Identify the service team who would be assigned to provide the desired services. Include a resume for each detailing general and specific relatable experience for the services requested, professional education, certifications and years of service with the company. Describe the company's ability to replace assigned personnel with equivalent experience should a change be necessitated by the company or the BOE.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications, Work Plan and Other



- a. Qualifications. For each item listed in Section B- Qualifications, please describe your company's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed.
  - b. HVAC & Mechanical Systems — Assessment and Design-Engineering Services. Please provide a detailed overview of your proposed services, capacity and all associated features and value added components.
  - c. Work Plan. Please describe the anticipated work plan and approach to providing the requested services.
  - d. Assigned Personnel. Provide a complete listing of key assigned person(s) by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
  - e. Requirements of the BOE. Please detail any and all requirements of the BOE.
4. Cost Schedule.

Provide an all-inclusive fixed hourly rate for each assigned position and support staff positions to be assigned or potentially to be assigned as part of providing the requested services.

Specifically identify any costs not included in the proposed hourly rate including but not limited to travel, lodging, meals, office supplies, software and hardware, etc.

Specifically identify percentage add-on (if any) for indirect labor costs if not included in proposed hourly rates.

Specially identify percentage add-on (if any) for profit if not included in proposed hourly rates.

Specifically identify percentage add-on (if any) for subcontracted work.

The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?



- c. Is there any pending litigation which could affect your organization's ability to provide these services? If so, please describe.
  - f. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.
  - g. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Quality Assurance & Disciplinary Action. Please provide an overview of your organization's system of quality control. Provide an affirmative statement that the company has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

## **I. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach & work plan along with the quality of the overall proposal and assigned program manager(s).
- b. Proposed hourly rates.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise,



capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

## **2. Selection Process**

The Waterbury Board of Education may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

### **J. Rights Reserved To The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

### **K. Federal, State and Local Employment Requirements (Not Applicable)**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

### **L. State Set-Aside Requirements (Not Applicable)**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work



with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=180](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=180)

#### **M. Insurance**

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.



KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**March 21, 2022**

**Bid: 7208**

**Project: School Building HVAC & Associated Mechanical Solutions Assessment,  
Design & Engineering Services**

**Question: Regarding the Professional Services Agreement, do we need to do anything with it at this time, or is this just included to show us what the agreement will look like if we are selected?**

**Answer: Professional Service Agreement is a sample contract that will be used once firm(s) is selected.**

**Question: In Section H.2.b of the RFP, it asks that we provide a list of any contracts or purchase orders between the proposer and any agency of the City of Waterbury from the last 3 years.**

**Does this include contracts with consultants of the City?**

**Answer: Yes. Please list all the purchase orders that you have with the City for the last 3 years.**

**Question: For example, if we are sub consultants to another firm contracted with the City, technically our agreement is with the Prime firm, not the City of Waterbury. Should we include that experience here as well or should we only include projects where we are directly contracted to the City?**

**Answer: Please list only the projects/ contracts that you have with the City not the prime firms.**

**Question: Both Sections H.2.c and H.3.d request resumes. To avoid duplication, is it acceptable to only include the full resumes in one section?**

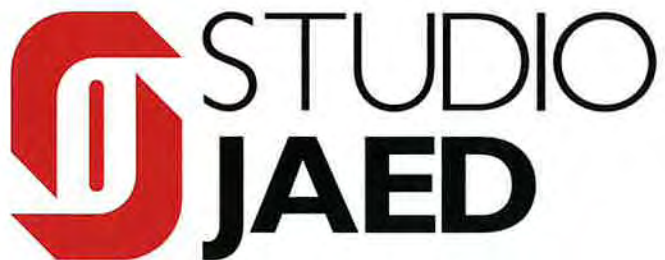
**Answer: Yes.**

**Thanks**

**Kevin McCaffery**

**Director of Purchasing – City of Waterbury**





Qualifications Package for  
**RFP#7208 for SCHOOL BUILDING HVAC & ASSOCIATED  
MECHANICAL SOLUTIONS ASSESSMENT,  
DESIGN & ENGINEERING SERVICES**

---

To: Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

From: StudioJAED  
2500 Wrangle Hill Road  
Suite 110  
Bear, DE 19701

March 30, 2022 11:00 AM



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Section

1



## Proposer Information



March 30, 2022

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

Dear Mr. McCaffery:

StudioJAED is pleased to submit our qualifications to provide the City of Waterbury with School Building HVAC & Associated Mechanical Solutions Assessment, Design & Engineering Services as outlined in your RFP # 7208.

*StudioJAED is proud to have been a part of the recent facilities master planning effort in Waterbury. Our role and responsibility was to conduct a thorough and comprehensive facility condition assessment; our institutional knowledge of your buildings and systems is unparalleled. We look forward to continuing our relationship and providing Waterbury with the highest level of customer service and expertise.*

StudioJAED is an award-winning architectural, engineering and facilities solutions group that provides complete planning, A/E design, and construction administration services for a wide range of project types. We offer an in-house team of architects, engineers, Accredited Facility Planners, Certified Energy Managers, Certified Professional Estimators, and LEED™ Accredited Professionals. Although this specific project is primarily engineering focused, having these specialties, particularly architecture, in-house is especially advantageous since there will inevitably be challenges that require streamlined interaction and organized coordination among each of them.

StudioJAED provides comprehensive mechanical, electrical, and plumbing engineering, all expertly focused on the unique operational needs of educational and governmental clients. Our experience in new and upgraded central plants, distribution system upgrades, and critical power installations are delivered using our in-house quality assurance and cost estimating. This helps to guarantee that our clients receive the on-time and budget performance required for complex MEP projects. We do this while also





ensuring that modern energy conservation standards are met and often exceeded, while providing occupant comfort and the utmost in system reliability and maintainability. We bring unparalleled experience and expertise to assist the City in meeting its goals on this particular project having just completed a comprehensive architectural and engineering assessment of your school buildings. In addition, having recently completed similar ESSER projects for the Red Clay Consolidated, Christina, and Colonial School Districts in Delaware and offering extensive in-house A/E capabilities, we are confident that we are the best option for this important project. Furthermore, the S/L/A/M Collaborative will be joining our team to provide any structural engineering services necessary as well as any additional support that may be needed.

We are completely prepared, and very excited, to begin full production on these efforts. Your consideration of the StudioJAED team for this project is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Philip R. Conte', written over a light blue horizontal line.

Philip R. Conte, AIA, NCARB  
President and CEO

A handwritten signature in blue ink, appearing to read 'Brian Zigmond', written over a light blue horizontal line.

Brian Zigmond, P.E., CEM  
Vice President and COO



# 1. PROPOSER INFORMATION

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**a. Company Name:**

The Jaed Corporation d.b.a. StudioJAED

**b. Permanent main office address**

42 Weybosset Street, Suite 403  
Providence, RI 02903

**c. Date company organized**

1978

**d. Legal Form of ownership. If a corporation, indicate where incorporated**

Delaware Corporation

**e. How many years have you been engaged in services you provide under your present name?**

44

**f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.**

Philip Conte, AIA, NCARB  
President and CEO  
Architect

- Philip is StudioJAED's President and CEO. He has spearheaded the use of Building Information Modeling (BIM) as an integral component of StudioJAED's design capabilities. He has used his experience and expertise to oversee and manage numerous projects, from the simple to the complex. He is an active member of the Council of Educational Facilities Planners International (CEFPI) and has made presentations at both their Regional and International Conferences. Philip holds a Bachelor's Degree in Architecture from Temple University and is a member of the American Institute of Architects (AIA) and certified by the National Council of Architectural Registration Boards (NCARB).

Beatrice Cook, CDA  
Finance/Human Resources Director

- Bea is a Certified Design Accountant responsible for the areas of finance, human resources, and administrative management. In addition, she has been recognized for her active participation in the Society of Design Administration (SDA), on which she has served as the first President of the Delaware Chapter and as a National Board member. Bea has a Bachelor of Science degree in Accounting from Wilmington University.



Brian Zigmond, P.E., CEM  
Vice President and COO  
Mechanical Engineer

- Brian is a Mechanical Engineer and Certified Energy Manager and is responsible for the management of the technical design for mechanical, electrical, plumbing, and building control systems. He has directed the design and has overseen construction for projects ranging from the replacement of mechanical and electrical systems to the construction of some of the largest buildings in the StudioJAED portfolio. His vast experience in energy conservation projects and energy auditing is applied to every StudioJAED project, resulting in some of the most energy efficient buildings in the region. Brian holds a Bachelor's Degree in Mechanical Engineering from the University of Delaware and maintains membership in the Association of Energy Engineers (AEE).

David Spangler, P.E.  
IT Director  
Mechanical Engineer

- Dave brings mechanical engineering experience on a wide range of commercial, industrial, and educational projects to StudioJAED. His industrial experience includes hazardous production area ventilation and laboratory ventilation. His educational experience includes Indoor Air Quality remediation and a wide range of HVAC system applications, as well as life cycle costing analysis. In addition, Dave has participated in the management and assessment of nearly all of StudioJAED's nationwide facilities management assessment projects. Dave has a Bachelor of Mechanical Engineering degree and a Master of Business Administration degree, both from the University of Delaware.

Pamela Babuca, ASIS, IFMA, ALEP  
Project Manager

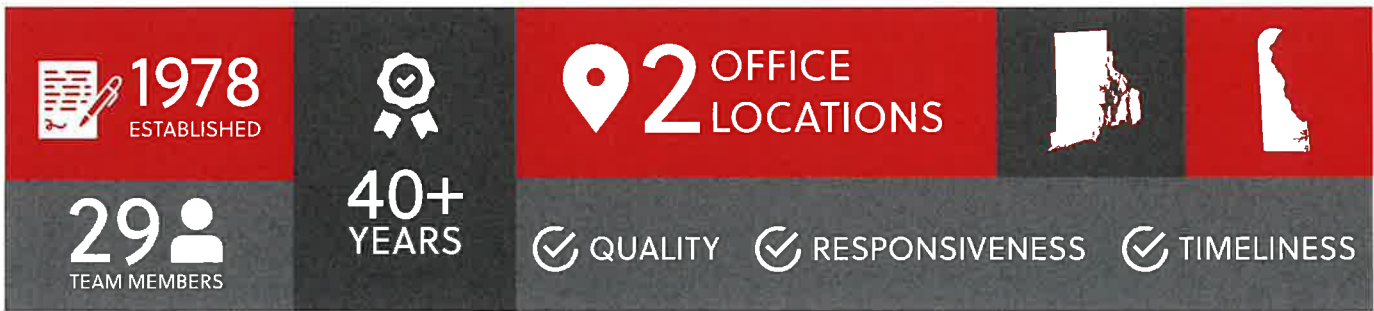
- Pamela is a planning professional with 20+ years' experience in developing, implementing, and managing a diverse collection of facilities related solutions. She is a detail-oriented person with a strong background in leveraging technology to organize information. Pamela's passion is to serve and enjoys assisting others develop stewardship-minded practices that improve the spaces and places in which we live and learn. In addition to her work at StudioJAED, Pam has served as Past President of A4LE Chesapeake Bay / Delaware Valley Chapter.

Paul Guggenberger, AIA, NCARB, LEED™AP  
Project Manager  
Architect

- Paul brings over 26 years of experience in architectural design and project management for a broad range of projects both in new construction and renovation to the StudioJAED Team. His background includes the design and adaptive reuse of institutional, corporate, industrial, hospitality, and retail facilities. Paul holds a Bachelor's Degree in Architecture from Virginia Polytechnic Institute and State University and is a member of the American Institute of Architects (AIA) and certified by the National Council of Architectural Registration Boards (NCARB). Additionally, Paul is LEED™ Certified with a devotion to preservation.



# STUDIOJAED FIRM PROFILE



StudioJAED is an industry leader in the utilization of technology and green design. Our in-house architecture, engineering and facilities solutions team allows our clients enhanced control of their project budgets and schedules. StudioJAED's integrated design services utilize an in-house architectural/engineering team concept with active principal involvement. Our work plan allows for compact scheduling and maximizes face-to-face services provided to our clients. StudioJAED's designs bring Responsible Innovation™ to your buildings, which provides the highest quality, most creative, state of the art concepts, solutions and engineered designs that are within budget parameters.



## ARCHITECTURE

StudioJAED executes our projects with an evidence-based approach. Only after understanding our client's needs and applying cutting-edge architectural solutions can we provide Responsible Innovation™ to our client's projects. We recognize that every decision we make during design affects each other component in the finished building, which is paramount to our integrated A/E design teams.



## FACILITY CONDITION ASSESSMENT

StudioJAED has special expertise in planning, performing, and managing deferred maintenance and program adequacy facility condition assessments. We are recognized nationally for our knowledge and development of an assessment and capital planning process, allowing us to complete nearly half of 1 billion square feet of assessments, across 24 states and 2 Canadian Provinces, to date.



## MEP ENGINEERING

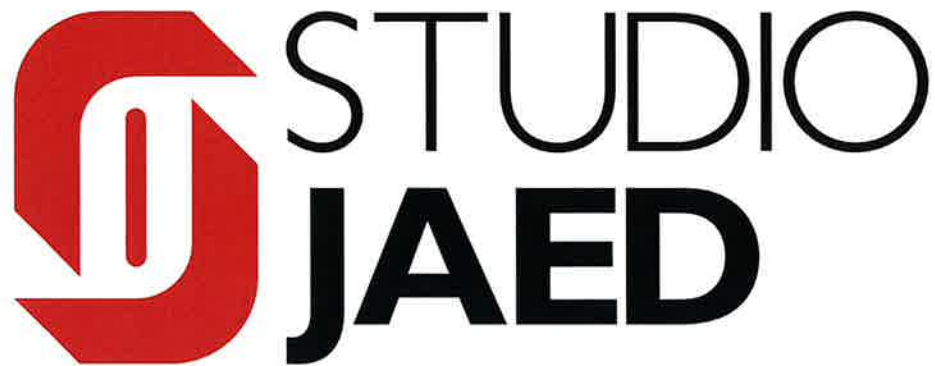
StudioJAED provides comprehensive mechanical, electrical and plumbing engineering, expertly focused on the unique operational needs of our clients. Our experience in new and upgraded central plants, distributed equipment upgrades, and critical power installations, delivered using our in-house quality assurance and cost estimating, guarantee that our clients receive the on-time and within-budget performance required for complex MEP projects.



## MASTER PLANNING

StudioJAED's comprehensive master planning processes engages stakeholders through a long-range plan that balances and harmonizes every element. Through our process, the StudioJAED team works collaboratively with the client to define the needs and goals of a project, to determine who will benefit and be impacted by it, and to establish a plan to achieve a space that portrays the client's vision.





### **FACILITIES PLANNING**

StudioJAED's approach to planning draws all user groups together and builds consensus around common goals. The process itself of defining the vision of a space provides an opportunity for everyone who uses a facility to express their needs and specific requirements, while also giving StudioJAED's planners and designers an opportunity to build upon and integrate these needs into the design.



### **SUSTAINABLE & HIGH PERFORMANCE DESIGN**

StudioJAED houses LEED™ Accredited Professionals, Energy Star Engineers, and Certified Energy Managers on staff. With experience in both LEED™ and CHPS protocols, the StudioJAED team has the necessary expertise and experience to provide our clients with sustainable, high-performance, energy-efficient solutions that are responsibly delivered within budgetary constraints.



### **COMMUNITY/STAFF ENGAGEMENT**

A key design step to an award-winning project is to engage user groups, in well-orchestrated, exciting sessions to gather ideas and document initial preliminary designs. Our process involves key members of our project team meeting with your major stakeholders to develop a concept-level plan for the design of your facility. StudioJAED's design charrette process allows our design and planning professionals to combine the input from all facets of your organization and develop a cohesive plan.



### **INTERIOR DESIGN**

Our interior design services are a creative practice combining both form and function. StudioJAED prides itself in its ability to improve the quality of interior space by increasing efficiency, safety, and beauty. Our interior design services include analyzing programmatic information, establishing conceptual direction, further refining design direction and producing graphical communication and construction documents to shape user experience when using a space.



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Section

# 2



**Experience, Expertise and Capabilities**



## 2. EXPERIENCE, EXPERTISE & CAPABILITIES

### a. Philosophy Statement and Business Focus

StudioJAED is proud to employ a multi-disciplined team of architects, mechanical engineers, electrical engineers, and facility solutions professionals. Our unique blend of in-house expertise empowers our team to deliver projects on time and on budget, every time. We accomplish this through disciplined communication among team members, clients, and third party contractors.

We serve the planning, design and construction document/administration needs of clients in various industries:

- Educational
- Governmental
- Industrial
- Commercial
- Private sector

StudioJAED, through its offices located in Rhode Island and Delaware, has worked extensively with school districts, colleges, government agencies and Fortune 500 companies regionally and nationwide to modernize existing buildings and construct new facilities.

### b. Summary of Relevant Experience

State of Delaware Office of Management & Budget

Jerry Platt

jerry.platt@delaware.gov

- Over the last 10 years, StudioJAED has held an engineering on call contract for multiple state owned facilities. The typical scope of work has included multiple HVAC system component replacement including boilers, chillers, air handlers, terminal units, electrical infrastructure and ventilation. Over a dozen, various sized projects currently in design, documentation or construction administration.

Portsmouth School Department

Chris Diluro

diluroc@PortsmouthSchoolsRI.org

- Recently selected for multiple school / multiple HVAC system component replacement including air handlers, terminal units, and air filtration. Services include architecture/engineering, bidding support, and construction administration. Design to begin and extend for the next several years. Additionally, we have provided for fire protection and electrical infrastructure over the last 10 years.



City of Providence - Providence Public Schools  
Demo Roberts (Current Public Property Director)  
droberts@providenceri.gov

Allan Sepe (Former Public Property Director)  
asepe@nps.us

- Multiple school / multiple HVAC system component replacement including boilers, chillers, air handlers, terminal units, and ventilation. Our work in Providence began on 2005 and continues through today. Our services have included architecture/engineering, design and documentation, bidding support, and construction administration.

Colonial School District  
Ted Lambert  
Theodore.lambertiv@colonial.k12.de.us

- Multiple school / multiple HVAC system component replacement including boilers, chillers, air handlers, terminal units, and air filtration. Services include architecture/engineering, bidding support, and construction administration. Design and construction is phased across 3 years, finishing in 2024. Approximately 80% of design work is completed, and approximately 60% of the work has been or is being bid.

Christina School District  
George Wicks  
George.wicks@christina.k12.de.us

- Multiple school / multiple HVAC system component replacement including boilers, chillers, cooling towers, air handlers, and terminal units. Services include architecture/engineering, bidding support, and construction administration. Design and construction is phased by building across 3 years, finishing in 2024. Phase 1 design completed and construction begins in May 2022. Phase 2 design underway.

Red Clay Consolidated School District  
Dr. Ted Ammann, Assistant Superintendent for Operations  
Ted.Ammann@redclay.k12.de.us

- Multiple school / multiple HVAC system component replacement including boilers, chillers, air handlers, and terminal units. Services include architecture/engineering, bidding support, and construction administration. Design and construction is phased across 2 years, finishing in 2024. Phase 1 design completed and construction begins in May 2022. Phase 2 design underway.

Contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

None



### c. Personnel Listing

In addition to the resumes in 1.f. above, the following are presented:

Parag Patel, P.E.  
Electrical Engineer

- Parag Patel has been providing electrical engineering design and consulting services for more than 35 years for educational, banking, commercial, and industrial clients. His qualifications include extensive on-site surveying and assessment, comprehensive electrical system design, cost estimations, and development of construction documents for renovation and new construction projects. Parag has worked on countless educational projects as an electrical engineer across multiple states for a wide variety of clients ranging from k-12 to higher education. Parag holds a Bachelor of Electrical Engineering from Gujarat University in Ahmedabad, India and an Associates of Engineering Technology from Columbus Technical Institute.

Dan Shurina, P.E.  
Mechanical Engineer

- Mr. Shurina is a licensed mechanical engineer who brings contractor experience to his role at StudioJAED. Dan brings extensive CAD and 3-D modeling experience in pumping systems and compressed liquids, including LP gas and HVAC systems. With his LEED Certification and contractor experience, Dan brings unique knowledge of efficient and effective system design to every project. Additionally, Dan has certifications in refrigerants and gas piping. Dan holds a Bachelor of Mechanical Engineering degree from the University of Delaware.

Joseph Donohoe, P.E.  
Electrical Engineer

- Joe is a licensed electrical engineer. He has been with StudioJAED for over 5 years and has been an important contributor to the engineering team. His expertise in electrical layout and design, especially with regard to mechanical interfaces, has been invaluable. Joe holds a Bachelor of Electrical Engineering degree from Pennsylvania State University.

Mark Rinehart, CPE  
Cost Estimating & Construction Administration

- Mr. Rinehart brings over 30 years of construction administration experience to the StudioJAED team, bolstering our in-house estimating, constructibility reviews, and quality assurance/quality control measures. His extensive experience in the construction process includes estimating, interfacing with owners, architects and engineers during project design, project management including material purchasing, subcontractors, invoicing, and scheduling to project completion. Mark's responsibilities include cost estimating, CA and serving as a liaison with clients to maintain schedules, budgets and QC procedures. Mark holds a Bachelor of Science degree in Agricultural Engineering Technology from the University of Delaware and is a member of the American Society of Professional Estimators.

### d. Conflict of Interest

None



# ORGANIZATIONAL CHART

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## CONSULTANTS

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StudioJAED plans to utilize our in-house team to cover a majority of the scope of work. The SLAM Collaborative is a member of our team and will be providing Structural Engineering and additional Architectural support as needed.



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# CAPACITY TO PERFORM

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## ADEQUACY OF PERSONNEL

StudioJAED is a team of highly experienced architectural designers, MEP engineers, certified professional estimators, facilities planners and solutions specialists. Our team is fully committed and available to provide the services specified within this RFP and its supporting documents. The personnel that are assigned to this project are well acquainted with the scope of work, and each team member together provides the Delmar School District unique capabilities that will guarantee the successful completion of the project at hand. With our in-house team and extensive list of available local consultants, we confidently cover the entire breadth and depth of services that this project requires. Please see the current capacity of the entire StudioJAED team on the following page for more details.

Our key project members are fully capable of handling the execution of this project. Additionally, other members of our staff is readily available and completely prepared to assist in this project as well; one of the great things that StudioJAED offers with its size and unique integrations. StudioJAED has a current workload and pending commitments that will allow for additional loading to easily complete all requirements of this project. Please refer to the chart on the following page for more details on our availability and structure.



## FINANCIAL RESPONSIBILITY

Our team fully understands the many important financial responsibilities that we shall take on in the event that we are awarded this project. StudioJAED and our team are prepared to take on any agreed-upon responsibilities that will lead to the completion of assignments, as well as the responsibilities identified in your RFP. Along with financial responsibility in terms of work completion, we are in a strong financial position to afford the breadth and depth of work that this project specifies throughout its lifetime. Our team is fully committed and completely financially capable of holding any and all of our responsibilities to the highest possible level of success. StudioJAED is confident in its ability to deliver results on time and well within budget.



## CREDITWORTHINESS

As our clients will testify, StudioJAED is a well respected, highly accredited group of talented individuals. Our team spans a wide variety of practices in order to provide the best possible solutions to whatever project is at hand. Because our team has worked together on countless similar projects, our processes are well refined and allow streamlined collaboration between architectural, engineering, construction administration, and overall solutions efforts. StudioJAED's creditworthiness is furthered by our ongoing strong relationships with various entities throughout Delaware which have lead to critical projects and contracts over the years. We are confident in our ability to deliver successful end results that follow all area-specific codes and regulations thanks to our team's experience in the location of this contract.





## BRIAN M. ZIGMOND, PE, CEM



### LEAD ENGINEER

Mr. Zigmond is a mechanical engineer and a Certified Energy Manager and is responsible for the management of the technical design for various control systems at StudioJAED. Brian's credentials include a strong focus on a holistic approach to engineering in building design specifically on the interaction between the occupants and the environment. His vast experience in energy conservation projects is applied to every project. Outside of the office, Brian enjoys spending time on the water with his family. He is an avid runner and biker, and enjoys competing in events with his wife.

### Professional Affiliations

- Licensed Professional Engineer
- Association of Energy Engineers/ Certified Energy Manager
- DE Association of Prof. Engineers

### Education

- Bachelor of Mechanical Engineering, University of Delaware

### Current Registrations

- MD 34974 NJ 24GE045325
- RI 8474 PA PE037089R
- DE 12905 CT PEN.0026976
- SC 26302 DC PE905699
- MA 51653

## DAVID T. SPANGLER, P.E.



### PRINCIPAL ENGINEER

Mr. Spangler has experience on a wide range of renovation and new construction projects. Dave specializes in facility assessments as well as information technology infrastructure design. He also has experience with asbestos abatement design and project management. Dave holds Asbestos project designer and building inspector certificates as well a State of Delaware Asbestos Project Monitor certificate. In his spare time, Dave enjoys flying and instructing in multi-engine and single-engine airplanes, helicopters, and drones as well as scuba diving.

### Professional Affiliations

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying

### Education

- Bachelor of Mechanical Engineering; Master of Business Administration, University of Delaware

### Current Registrations

- DE 11015 NJ 24GE04491800
- RI 8471 PA PE062283
- MD 23229 AR 11598
- VA 033547 CA M31268

## DANIEL SHURINA, P.E., LEED AP BD+C



### PROJECT ENGINEER

Mr. Shurina is a licensed mechanical engineer who brings contractor experience to his role at StudioJAED. Dan brings extensive CAD and 3-D modeling experience in pumping systems and compressed liquids, including LP gas and HVAC systems. Along with LEED Certification, Dan brings unique knowledge of efficient and effective system design to every project. Additionally, Dan has certifications in refrigerants and gas piping. Aside from being heavily experienced in the design of mechanical and plumbing systems, Dan is into fishing, hunting, and backyard agriculture.

### Professional Affiliations

- Licensed Professional Engineer
- Leadership in Energy and Environmental Design Accredited Professional for Building Design and Construction

### Education

- Bachelor of Mechanical Engineering, University of Delaware

### Current Registrations

- DE 19964
- RI 12499
- MD 50356



## PHILIP R. CONTE, AIA, NCARB



### **PRINCIPAL IN CHARGE**

Mr. Conte's strengths and qualifications are in his ability to achieve project objectives through a work plan that is logical and rational. Phil is committed to providing the best services possible in order to benefit all involved with projects, from architects to engineers to the communities who benefit from end results. Outside of the office, Phil is interested in music and home improvements. Phil was also lead the design of the 2013 Guinness World Record for the tallest standing Lego structure, built with the help of the Red Clay Consolidated School District.

### **Professional Affiliations**

- Chapter Past President- American Institute of Architects
- National Council of Architectural Registration Boards
- Society for College and University Planning

### **Education**

- Bachelor of Architecture, Temple University

### **Current Registrations**

- DE 6959 NJ 17977
- RI 3252 PA RA403542
- MD 16526

## MARK RINEHART, C.P.E.



### **C.A. & COST ESTIMATING**

Mr. Rinehart brings over 30 years of construction administration experience to the StudioJAED team, bolstering our in-house estimating, constructibility reviews, and quality assurance/control measures. Mark's extensive experience in the construction process includes estimating, interfacing with owners, architects and engineers during project design, project management including material purchasing, subcontractors, invoicing, and scheduling to project completion. Away from work, Mark enjoys restoring cars and home improvements.

### **Professional Affiliations**

- American Society of Professional Estimators
- Secretary / Treasurer for American Society of Professional Estimators Delaware

### **Education**

- Bachelor of Science in Agricultural Engineering Technology, University of Delaware

### **Current Registrations**

- CPE# 1.4000019-1119

## PARAG H. PATEL, P.E.



### **ELECTRICAL ENGINEER**

Mr. Patel has been providing electrical engineering design and consulting services for more than 35 years for educational, banking, commercial, and industrial clients. His qualifications include extensive on-site surveying and assessment, comprehensive electrical system design, cost estimations, and development of construction documents for renovation and new construction projects. Parag has worked on countless educational projects as an electrical engineer across multiple states for a wide variety of clients ranging from K-12 to higher education.

### **Professional Affiliations**

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying

### **Education**

- Bachelor of Electrical Engineering, Gujarat University, Ahmedabad, India
- Associates of Electronics Engineering Tech, Columbus Technical Institute

### **Current Registrations**

- DE 10552 NJ 24GE04120600
- RI 8766 PA 051853E
- MD 22399



## FIRM PROFILE

### SLAM OFFICES

#### California (Los Angeles)

8607 Venice Blvd.  
Los Angeles, CA 90034  
(310) 559-4717

#### Colorado (Denver)

1900 Grant Street, Suite 800  
Denver, CO 80203  
(720) 946-0276

#### Connecticut (Glastonbury)

80 Glastonbury Boulevard  
Glastonbury, CT 06033-4415  
(860) 657-8077

#### Florida (Orlando)

100 East Pine Street, Suite 300  
Orlando, FL 32801  
(407) 992-6300

#### Georgia (Atlanta)

675 Ponce De Leon Ave, NE  
Suite 4100  
Atlanta, GA 30308-1829  
(404) 853-5115

#### Iowa (Iowa City)

125 S Dubuque St, Suite 500  
Iowa City, IA 52240  
(319) 354-4700

#### Massachusetts (Boston)

250 Summer Street, 4th Floor  
Boston, MA 02210-1135  
(617) 357-1800

#### New York (New York)

575 5th Avenue, 15-116  
New York, NY 10017  
(860) 989-6942

#### Pennsylvania (Philadelphia)

1880 JFK Boulevard, Suite 1301  
Philadelphia, PA 19103  
(215) 564-9977

#### Rhode Island (Providence)

One Davol Square, Suite 200  
Providence, RI 02903-4755  
(401) 563-7046

www.slamcoll.com  
mail@slamcoll.com

### OVERVIEW/HISTORY

SLAM is a national leader in the planning and design of Education, Corporate, Healthcare, Justice, and Sports markets. As a multi-discipline design firm with over 250 dedicated professionals and 45 years of experience, SLAM brings a high level of expertise to our clients. A fully-integrated firm qualified to take responsibility for building projects from design through construction, SLAM offers Architecture, Structural Engineering, Interior Design, and Construction Management services.

### STRUCTURAL ENGINEERING

The SLAM Structural Engineering Studio has been in practice since 1995 and consists of 8 Structural Engineers, 5 of whom are licensed Professional Engineers. Our team of professional engineers, using the latest available technology, analyze, design and specify structures, while respecting schedules, collaborating with other disciplines, and remaining sensitive to sustainability issues. We provide complete structural engineering services for projects of all sizes and complexity, as well as on-call services for numerous clients. These services range widely from simple conceptual designs to complex existing structural renovations, all provided in a timely, cost-effective manner. And because of these capabilities, a large percentage of our work is for repeat clients.

SLAM remains at the forefront of the engineering community through its commitment to continuing education and its active participation in the Structural Engineers Coalition of Connecticut. Our state-of-the-art computer software includes RAM Integrated System, RAM Elements, PCA Mats, Tekla Structures, STAAD Pro, EnerCalc, and numerous custom Excel spreadsheets. Our team's extensive knowledge and background in this software gives our engineers the ability to analyze any type and size of structure with both accuracy and efficiency.

SLAM's Structural Engineering Studio is distinguished for design excellence and exceptional service and we have been recognized by Structural Engineer Magazine as one of the top 10 Structural Engineering Firms to work for in the country.

### STRUCTURAL DESIGN PHILOSOPHY

As Licensed Professional Structural Engineers, our cannon of ethics states that it is our responsibility to "hold paramount the health, safety, and welfare of the public" in every project we undertake. We consider this an important charge, and one we take very seriously. We believe that there is more to being a good Structural Engineer than simply providing a design that merely works. The premise of good Structural Engineering goes well beyond this by striving to achieve the highest level of design, a safe structure for its occupants, design accountability to all members of our team, and financial consideration of the final project, all while providing our Architects and Clients with exceptional service that is meant to exceed their expectations.

We approach each project with an intense focus on the entire scope from project details all the way to cost and constructability. Our Studio's culture is focused on the continual improvement in the quality of our work, and the advancement of our knowledge in Structural Engineering. We take great pleasure in making our clients' visions a reality, and we are consistently striving for new ways to streamline the efficiency of our engineering processes in order to accomplish this objective.

### STRUCTURAL DESIGN SERVICES

- Existing Building Structural Analysis
- Early Shop Drawing Preparation
- Renovation and Adaptive Reuse
- Evaluation, rehabilitation and adaptive reuse
- Construction Inspection
- New Structure Analysis & Design
- Threshold Peer Review
- Code analysis and updates
- Owner Representation
- Special Inspections



## DOUGLAS GRAHAM, P. E., SECB

Structural Engineer



### EDUCATION

M. Eng. - Structural, University of Hartford

B. Sci., Civil Engineering, University of Hartford

### REGISTRATIONS

AL, CT, GA, IN, MA, NH, NJ, NY, PA, RI, VA, VT, WI

Board Certified Structural Engineer

Doug is a Principal and leader of the firm's Structural Engineering Studio. A Board Certified Structural Engineer with over 29 years experience, he is responsible for the structural design and documentation of the project, as well as the coordination and integration of the structure with the architectural and mechanical elements. He works closely with the team in reviewing and analyzing all structure-related issues.

### WATERBURY CAREER ACADEMY

Programming, planning, and design for new innovative 150,000-GSF career and technical education center for students in grades 9-12. Programs include computer sciences, engineering technology, and human and health sciences. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

### PAWTUCKET SCHOOL DISTRICT, MASTER PLAN AND STAGE II

Development of a comprehensive master plan for all 16 schools in the Pawtucket school district as well as Stage II submission (through Schematic Design) for 4 schools: Shea High School, Tolman High School, Baldwin Elementary School, and Winters Elementary School, as well as district-wide health and safety upgrades.

### THE GREEN VALE SCHOOL, STEAM CENTER

New 54,000 Optima STEAM Center to provide state-of-the-art open and flexible classroom space, new technology classroom spaces, including a maker space and a video suite, and a new Learning Commons that will be the "hub" of activity for the Center. The project creates spaces for interaction of the arts, math, science, and technology activities and projects, as well as an outdoor science classroom with a pond and waterfall located adjacent to the science classrooms on the lower level.

### THE LEXINGTON SCHOOL, NEW ACADEMIC CENTER

New 17,500-SF two-story facility to consist of a new Main Reception, Learning Commons (library), Learning Center Classrooms (separate spaces for Grades 1-3 and Grades 4-5), a Grade 1-3 Science Lab, a Lower School Language Classroom, Grade 4-5 Resource Room, Lower School Faculty Room, Shared Meeting Room and support spaces.

### PROVIDENCE COLLEGE, RUANE CENTER FOR THE HUMANITIES

New 63,000-SF academic building which includes seminar rooms, lecture halls and classrooms, as well as faculty and department headquarters

### UNIVERSITY OF NOTRE DAME, CAMPUS CROSSROADS PROJECT

Programming/planning and design of more than 750,000 SF of teaching, research, performance space, student life and recreation facilities, while providing an enhanced gameday experience. This project will add new active program elements to enliven the stadium to leverage the great potential of the existing structure

### EASTERN CONNECTICUT STATE UNIVERSITY, FINE ARTS INSTRUCTIONAL CENTER

New, approx. 136,000-SF facility to house the entire fine arts program for ECSU, including 3 theatres (1100-seat auditorium, 350-seat proscenium theatre, and 150-seat black box theatre), classrooms, faculty offices, galleries, cafe, gift shop, and student lounge

### JOHNS HOPKINS UNIVERSITY, MALONE HALL

New 75,000-SF facility to house center for individualized health to provide space for engineers, scientists, and medical researchers to join together and focus on bringing information science into the practice of medicine; other occupants include Computer Science, Information Security Institute, Systems Engineering, and Extreme Materials Institute.





# CITY OF PROVIDENCE ON-CALL A/E SERVICES

📍 Providence, RI



StudioJAED has functioned as the on-call, go-to team for dozens of major and minor City of Providence and Providence Public Schools projects over the past 16 years. Providence makes very strategic use of our condition assessment teams to generate highly accurate, budgeted plans of needed work, the relies on StudioJAED to execute the projects both on-time and within budget. We have assisted the City in the development of 4 separate planning procedures through the Rhode Island Department of Education that has resulted in hundreds of millions of dollars of funding for both new construction and energy efficient architecture projects. Providence relies on our in-house cost estimating and integrated design teams to keep the projects on a steady timeline while considering all budgetary challenges. Other projects that the team at StudioJAED has had the pleasure of working on range from historical street light replacement to community recreation center renovations to complete A/E services for new facilities.



2005 - Present



\$150,000- \$10 Million



N/A

Client  
City of Providence  
Brenda Almonte, Director of Public Property  
25 Dorrance Street  
Providence, RI 02903  
401-680-5000





# HARFORD COMMUNITY COLLEGE MULTIPLE ENGINEERING PROJECTS

📍 Bel Air, MD



## CHESAPEAKE CENTER MEP RENOVATIONS

The scope for this project included the evaluation of the existing chiller and hot water service to the building and analyzing the economic benefits of piping in chilled water from the campus central system vs. chiller replacement. Additionally, HCC was interested in evaluating the practicality of installing a geothermal system to further tap renewable resources for the campus; a high priority facilities goal. StudioJAED's LEED certified staff, along with its energy engineers, developed a plan that maximized HCC's financial benefit from the project while simultaneously improving performance of the HVAC system and integrating these improvements into the architecture. Refurbishment of the kitchen make-up air units was undertaken, and these were interlocked with a new variable-refrigerant-volume air conditioning system to provide more comfortable working environment for the staff. A new direct digital control building automation system was installed to provide accurate control of spaces and optimize energy savings. Two-pipe air handling units serving the dining hall administration offices, and theatre were replaced with energy efficient variable-air-volume DX cooling, hot water heating systems. Existing components in the mechanical room were removed/replaced to facilitate these changes.

## EDGEWOOD HALL RENOVATION AND EXPANSION

The scope of work for this project included a comprehensive interior renovation of the 33,845 GSF building to include the design/construction of two (2) new additions totaling 6,500 GSF. Work included the replacement of all mechanical systems including the chiller, boilers, pumps, air handlers, building automation systems and removal of all classroom unit ventilators. Replacement of the entire roof including soffit and gutter system was a major component of this project as well. Construction work was completed in an occupied building which required work to be completed in a phased manner. StudioJAED successfully completed this project on-time and well within budget, exceeding the expectations of Harford Community College. This project met the State of Maryland requirements for LEED.



2017



\$5+ Million

Client  
Harford Community College  
Lou Claypoole, Director for Campus Operations  
401 Thomas Run Rd.  
Bel Air, MD 21015  
443-412-2655





# BAYSIDE ELEMENTARY SCHOOL HVAC & CHILLER RENOVATIONS

📍 Stevensville, MD



This approximately 64,000 SF facility utilized air-to-air heat-pump unit ventilators with electrical resistance back-up heat for environmental control. These outdated units were a noisy, inefficient, and ineffective heating and cooling system for the teaching space. To provide an even distribution of airflow along with acceptable acoustics, a vertical, ducted air-to-air heat pump system was installed in each classroom. The chilled water plant serving the central core was also experiencing equipment failures in the pumps, chiller, and fluid cooler. The solution for this area included a new, high-efficiency air-cooled scroll chiller that was re-sized to meet the appropriate load profile. Pump replacement included the installation of a variable-flow secondary loop for the chilled water system, as well as the replacement of the associated control valves at the air handlers. The entire mechanical system in the school was also brought under control via an expanded, web-based direct-digital control system for additional energy savings and remote operation.



2012



\$1.1 Million



64,000 SF

Client  
Queen Anne's County Public Schools  
Andrew Onukwubiri, Design & Construction Manager (Former)  
202 Chesterfield Avenue  
Centreville, MD 21617  
301-952-6548





# UNIVERSITY OF DELAWARE MINOR CAPITAL ENGINEERING PROJECTS

📍 Newark, DE



StudioJAED has been under contract with the University of Delaware for various minor capital A/E projects for the past 6 years. Project managers at the University utilize StudioJAED's in-house architecture and engineering disciplines to provide for great flexibility of project assignments. Our experienced facility assessment team frequently assists the University in the identification, prioritization and accurate budgeting of major projects. StudioJAED routinely conducts field investigations of each project's existing mechanical and electrical systems and performs required regulatory submissions and responses. StudioJAED also provides documentation through the Schematic Design (SD), Design Development (DD), and Construction Documents (CD) stages. Our scope most often includes assisting the University through the bidding phase to support projects, and our team has and currently is working on engineering design projects such as the renovations to their Education and Humanities building/theater.

## ENGINEERING PROJECTS

- DuPont Hall Generator Install & Switchgear
- McKinly Lab- Emergency Generator Replacement
- Evans Hall Elevator Replacement
- Campus Metering
- Wolf Hall Emergency Power System
- Hulihan Hall Elevator Replacement
- Arsht Hall HVAC Design RFQ-8291-3
- DuPont Lab, Standby Generator Load Circuit
- Bayard Sharp Hall Moisture Investigation
- Colburn Lab Rooftop Mechanical Renovations
- Wolf Hall, Old DuPont Mechanical Rm Vent Study
- Carpenter Sports Building Mechanical Rm Vent Study
- New DuPont Hall Admin Heating Review
- Colburn Lab Unit Vent Freeze
- Brown Lab and Drake Hall Electric Upgrades
- New DuPont Hall Electric Room Ventilation
- DuPont Hall- West Supplemental Heating
- McKinly Lab 3rd Flr Renovation Rm 326, 333, 337
- McKinly Lab 3rd Flr Renovation RTU Replacement
- Studio Arts Building Boiler Replacement
- ISEB / ECUP Fill Pressure Investigation
- Spencer Lab 131 HVAC Review
- Pearson Hall 116 HVAC Review
- Wolf Hall & CR Intake Louver Review
- Colburn Lab Unit Ventilator Rm 102 Replacement



2015 - Present



\$45+ Million

Client  
University of Delaware  
Sarita Sen, Project Manager  
222 South Chapel Street  
Newark, DE 19716  
302-383-2527





# CAESAR RODNEY SCHOOL DISTRICT FACILITY HVAC PROJECTS

📍 Wyoming, DE



Caesar Rodney School District has contracted StudioJAED for an extensive list of their largest projects over the past 6 years. The School District finds immense value in StudioJAED's in-house capabilities that consistently save time and money through efficient communications and unmatched budget planning. Our team has successfully completed the design and implementation of HVAC renovations, replacements, and completely new systems, including boilers, chillers, and cooling towers, for multiple schools throughout the District. Some of these schools include John S. Charlton School, Allen Frear Elementary School, Caesar Rodney High School, W. Reily Brown Elementary School, and Nellie Hughes Stokes Elementary School. StudioJAED applies our responsible innovation approach to create cost-effective solutions that maximize value to each project. Our team prides itself in coming up with the best possible solutions, unique to each facility at hand.



2015 - Present



\$300,000 - \$1M

Client  
Caesar Rodney School District  
Ken Starke, (Former) Supervisor of Facility Management  
7 Front Street  
Wyoming, DE 19934  
302-242-3258





# DE OFFICE OF MANAGEMENT & BUDGET MINOR CAPITAL ENGINEERING PROJECTS

📍 State-Wide, DE



The State of Delaware Office of Management and Budget (OMB), Division of Facilities Management (DFM) administers and operates hundreds of buildings and campuses state-wide. These facilities range from small offices, to a complex Emergency Operations Center, to high-profile Executive department office facilities. The DFM puts out several highly sought after multi-year Architectural and Engineering contracts for repairs and improvements to these facilities that are awarded to comprehensive A&E firms that offer superb coordination and high levels of customer service. StudioJAED has been the recipient of many of these contracts in the past 11 years, resulting in over \$10 million in estimated construction costs of projects. Projects range from minor A/E renovations, to a complex renovation of the outdoor lighting of the entire capital complex in Dover, to various facilities assessments, to new facilities and additions. StudioJAED constantly impresses the DE OMB and holds a strong relationship with the DFM.

## ENGINEERING PROJECTS

- 900 King Street- Cooling Tower Replacement
- Capitol Complex Site Lighting Renovation
- DEMA Emergency Generator
- 900 King St. Electrical Switchgear Replacement
- NCC Courthouse Lighting Control System
- Ag Lab Building, Admin Area HVAC Study
- DMV Georgetown Facility HVAC Study
- DFM, Tatnall Building Electrical Study
- DEMA/TMC Replace BAS System
- Sykes Building HVAC Replacement
- Carvel Water Pressure Pump Replacement
- Tatnall Bldg Emergency Generator Replacement
- OCME- Gas Fired Duct Heater Replacement
- DFS Autopsy HVAC Replacement Design
- DFS Walk-in Freezer Replacement
- Carvel Elect. Panel Replacement Design
- DFS Wilmington- MDP Replacement Design
- KC Fire School HVAC Air Handling Study
- Stockley Center- 102BB Telamon Design
- DFS Georgetown, Generator Replacement
- Capitol Complex Water Loop Feasibility
- Richardson & Robbins Elect. Power Study
- Hudson SSC New Elevator Installation
- NCC Courthouse, Elevator 10 & 11 Renovations
- SC Family Court New Generator Design
- Richardson & Robbins Transformer Relocation



2010 - Present



\$10+ Million

Client  
DE OMB Division of Facilities Management  
Jerry Platt, Chief of Engineering and Operations  
540 S. DuPont Highway, Suite 1  
Dover, DE 19901  
302-744-1168





# DELDOT ADMINISTRATION BUILDING RENOVATIONS & HVAC REPLACEMENT

📍 Dover, DE



The Delaware Department of Transportation (DelDOT) Administration Offices needed significant updates to meet federal ADA compliance requirements. With the Office of Civil Rights (OCR) headquartered in the building, it was essential to upgrade restroom accessibility, office accessibility, parking and signage to meet ADA stipulations. Furthermore, the entirety of the facility required significant HVAC system renovations and replacement. The offices lacked daylight, were not conducive to group work, and limited the capacity for essential IT upgrades to improve technical productivity. Schedules and work needed to be coordinated between 3 subcontractors to complete the new office in just 5 months. StudioJAED's integrated architecture, engineering and facility solutions expertise enabled the team to communicate effectively and quickly respond and adjust to project challenges. This high-stakes project was completed on time and on budget.



2020



\$3.5 Million



21,000 SF

Client  
Delaware Department of Transportation  
Lanie Thornton, Director of Finance  
800 S. Bay Road  
Dover, DE 19901  
302-760-2080





# DELAWARE HEALTH AND SOCIAL SERVICES MINOR CAPITAL ENGINEERING PROJECTS

📍 Various Locations, DE



StudioJAED has been pleased to have the opportunity to work on minor capital projects under the State of Delaware over the past few years. These projects have been both architectural and engineering in nature for a variety of different building types. Our team has recently completed various projects for DHSS specifically, including RTU unit replacements, boiler replacements, and HVAC renovations throughout various buildings across the State. Our in-house architecture and engineering capabilities have proven crucial in completing these projects on time and within budget thanks to the streamlined processes resulting from this unique staffing approach. StudioJAED's work under the State of Delaware allows our team thorough understanding of the protocols and requirements to efficiently complete projects at the highest standard.

## ENGINEERING PROJECTS

- DHCI Dietary Building RTU Replacement
- Ellendale Crisis Center Boiler Replacement
- Stockley Center 102L HVAC Replacement
- Governor Bacon Health Center Bariatric Room Conversion, Bathroom Renovation, Nurses Station Renovation, Staff Lounge and Freezer Installation
- Hudson State Service Center Elevator Addition, Reception Area Renovation
- Adams State Service Center Elevator Modernization
- DHCI Candee Building Freight Elevator Modernization
- DHCI Guest Pavilion Elevator Modernization
- Stockley Campus Telamon Head Start Building Renovations, All Star Building ADA Toilet Room Renovations



2015 - Present



\$2.5+ Million

Client  
Delaware Health and Social Services  
Daniel Episcopo, Director of Facility Operations  
1901 N. DuPont Highway  
New Castle, DE 19720  
302-255-9238





# DELAWARE STATE UNIVERSITY MINOR CAPITAL ENGINEERING PROJECTS

📍 Dover, DE



StudioJAED has provided a Facilities Condition Assessment of eleven University buildings for the purpose of identifying deferred maintenance and capital renewal needs. The assessment scope included the evaluation of all major building systems such as structural, roofing, HVAC, mechanical, electrical and building envelope, as well as site improvements required to the immediate surrounding area for building access. The complete facilities assessment serves as a baseline to develop short and long term capital plans for future renovations and modernizations. Additionally, StudioJAED generated a recommended comprehensive list of prioritized project across all residence halls; HVAC renovations to improve indoor air quality and energy efficiency at the Education and Humanities Building; Baker Hall ADA and plumbing improvements; and asbestos abatement planning at Price Hall. Along with assessment work comes StudioJAED's extensive list of engineering renovations and upgrades throughout multiple DSU facilities.

## ENGINEERING PROJECTS

- Education & Humanities Building Mechanical and Electrical Renovation
- Price Hall HVAC Renovation
- Price Hall First Floor South HVAC Renovations
- Laws Hall Fire Alarm Design
- Price Hall Asbestos Professional Service
- Price Hall 2nd Floor South HVAC Renovation
- Price Hall 1st Floor N HVAC Renovation
- Warren Franklin Dorm Ventilation Study
- Price Hall Boiler Replacement
- Conrad Dining Hall RTU Replacement
- Administrative Office Area Renovation
- Animal Science Lab Renovation
- Blent Farms Electrical Upgrades
- Chilled Beam Valve Evaluation
- Conrad Dining Hall RTU Replacement
- Natatorium Renovations
- Shower Renovations
- Electrical Gear Survey
- Jason Library Fire Alarm Replacement
- Wellness Center Boiler Replacement
- COVID Testing Laboratories



2015 - Present



\$20+ Million

Client  
Delaware State University  
Bernard Pratt, Sr. Director of Facilities Management  
1200 N. DuPont Highway  
Dover, DE 19901  
302-629-4587





# RED CLAY CONSOLIDATED SCHOOL DISTRICT MULTIPLE A/E PROJECTS (HVAC RENO.)

📍 Wilmington, DE



Red Clay Consolidated School District has contracted StudioJAED for numerous projects over the past decade. StudioJAED has acted as an architect and engineer of record for the District, completing countless minor capital improvement projects. Our team has proven to be the most valuable option for the District thanks to our in-house specialties and geographical location. Aside from minor projects, our team has successfully completed major endeavors including district-wide renovations and additions to improve 25 schools which entailed HVAC renovations throughout multiple buildings, new classroom additions, library and science laboratory upgrades, cafeteria and auditorium renovations, athletic facility improvements and expansions, and security upgrades and solutions. Because of the School District's diverse programs offered throughout their facilities, StudioJAED has gained valuable experience in a variety of architectural, engineering and facility planning solutions.



2005 - Present



\$10,000 - \$9.1 Million

Client  
Red Clay Consolidated School District  
Marcin Michalski, Manager of Maintenance and Facilities  
1502 Spruce Avenue  
Wilmington, DE 19805  
302-552-3700





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Section

# 3



**Statement of Qualifications,  
Work Plan and Other**



### 3. Statement of Qualifications, Work Plan & Other

#### a. Qualifications

Section B states that eligible proposers will be those individuals, firms, businesses, and companies that have the following qualifications:

“1. Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.”

StudioJAED has been providing A/E services since 1978 that have included innumerable projects of a similar nature to that described in your RFP. One of the firm’s fortes is having the ability to successfully complete difficult and complex engineering projects on schedule and within budget. The StudioJAED team has just completed ESSER projects for 3 school districts as enumerated above.

#### 2. (Not Used in RFP)

“3. A proposer with a proven track record in providing these types of or similar services.”

As an example, the State of Delaware Office of Management and Budget has chosen StudioJAED over the past several years as an on-call architect and engineering firm to work on numerous projects in state buildings, some of which include:

- Legislative Hall Lighting & Finish Replacement
- 900 King Street – Cooling Tower Replacement/Electrical Switchgear Replacement
- DFS Autopsy HVAC Replacement Design
- Kent County Fire School HVAC Air Handling Study
- Tatnall Building Emergency Generator Replacement

In addition, StudioJAED has worked with the City of Providence, RI and the Providence School Department for over a decade. Much of that work has been similar to the scope of work proposed in Waterbury.

“4. Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.”

“5. Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.”

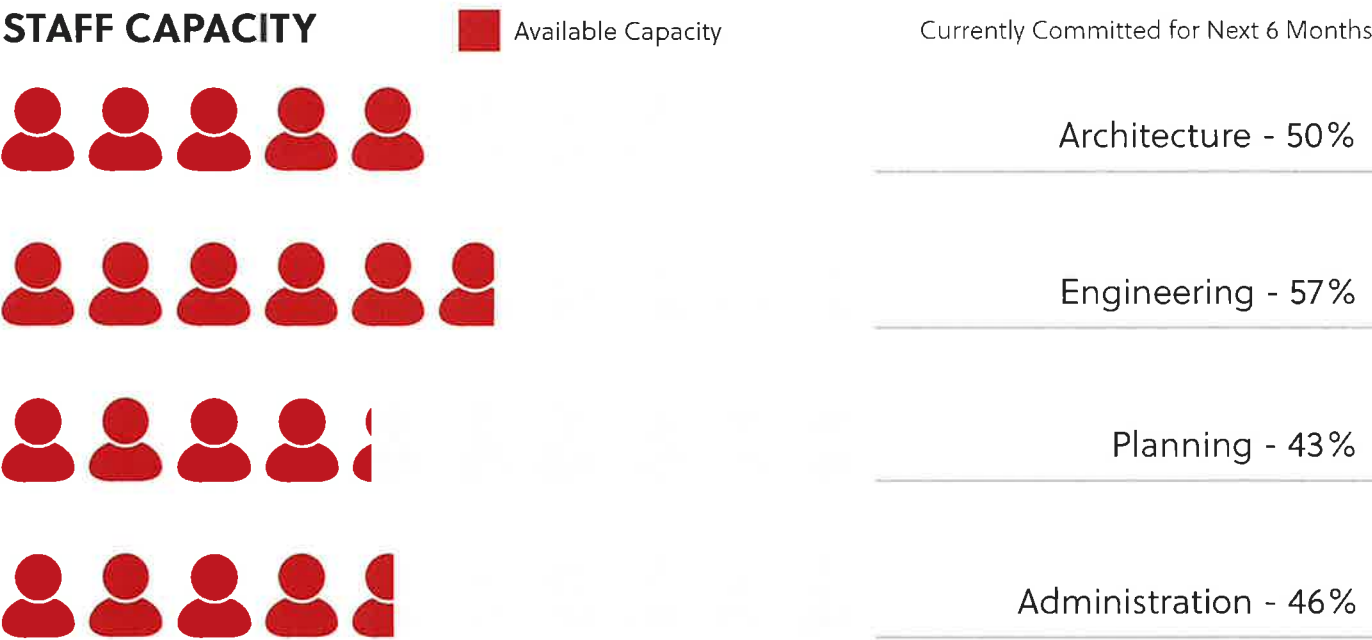
DISCIPLINE	Architectural	Mechanical Engineering	Electrical Engineering	Estimator	Administrative	CAD/ Design	Planning
NUMBER OF EMPLOYEES	10	5	3	1	4	2	2



FIRM CAPACITY



STAFF CAPACITY





“6. Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.”

StudioJAED is familiar with all Federal and State laws and regulations governing the design of architectural and engineering projects. We have the required business and professional licenses to do business and design HVAC systems in Connecticut.

#### b. HVAC & Mechanical Systems — Assessment and Design-Engineering Services

### HVAC DESIGN APPROACH

The quality of our children’s education is directly connected to the quality of the classroom environment. StudioJAED strives to provide the best possible environment that encourages teaching and learning. The main purpose of a Heating, Ventilation and Air-Conditioning (HVAC) system is to help maintain good indoor air quality through adequate ventilation with filtration and provide thermal comfort with adequate control. StudioJAED recognizes that HVAC controls are a critical component to the success of the system design. Even the most basic HVAC design requires controls to operate properly. **StudioJAED understands that HVAC systems are among the largest energy consumers in schools. Sound, temperature, humidity and Indoor Air Quality (IAQ) must all be balanced with a fiscally and environmentally responsible solution.**



### Proven Strategies to Improve Indoor Air Quality in Schools

Putting strategies in place to ensure adequate ventilation and filtration in school buildings is critical for providing healthy indoor air to students and staff. To **reduce pollutants in the air and limit the spread of viruses and bacteria**, schools should maximize ventilation rates to the extent possible by bringing in as much outdoor air as weather and outdoor air quality permit. When sufficient HVAC adjustments are not possible, consider other means of bringing in outdoor air, and also consider increasing HVAC filter efficiency and using portable air cleaners as a supplemental filtration strategy.

### IMPACT OF HVAC DECISIONS

After payroll, the utility bill is the next largest expense for a school district. Modern construction materials and techniques help reduce the energy bill. High efficiency lighting also has a large impact on reducing the utility bill. **For StudioJAED, the last big opportunity for savings is the HVAC system.** School HVAC design, while drawing on the basics, has very specific needs that must be addressed. Many stem from the relatively high amount of outdoor air required in schools. However, energy conservation, serviceability, location etc all come into play.



## Increase Ventilation Rate

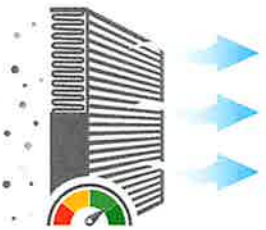


- Conduct an HVAC assessment to evaluate the condition of the existing HVAC system components and unit ventilation equipment.
- Ensure a scheduled inspection and maintenance program for HVAC systems is in place to allow for repair, modification or replacement of equipment.
- Assess and service your ventilation system to ensure it continues to perform as designed.
- Adjust the HVAC system to bring in more outdoor air.
- When HVAC adjustments are not possible, consider other means of bringing in outdoor air, such as opening windows and using window fans, if weather and outdoor air quality permit.
- Keep unit ventilators clear of books, papers and other items that could reduce airflow.

## HVAC SYSTEM SELECTION & SERVICEABILITY

The requirements of good indoor air quality, comfort, energy efficiency and acoustics can lead other engineers to some very complex HVAC solutions. StudioJAED understands that school districts represent owner occupied customers, the school district's ability to support the system must be considered in the design of the HVAC system. If the system becomes so complicated that only specially trained personnel can operate and maintain it, then our efforts may have been in vain. **StudioJAED understands and appreciate the skills and limitations of the school district that will operate the system, and this is taken into account when selecting the HVAC system.** In addition to operating the HVAC system, the school district will also have to maintain it. StudioJAED knows that you are acutely aware of the maintenance costs associated with operating schools and will highly value serviceability.

## Increase HVAC Filter Efficiency



- Increase filter efficiency in existing HVAC systems by using filters with the highest Minimum Efficiency Reporting Value (MERV) rating possible (per equipment specifications). If possible, increase the level of the air filter to MERV 13 or higher.
- Make sure the filters are sized, installed and replaced according to the manufacturer's instructions.

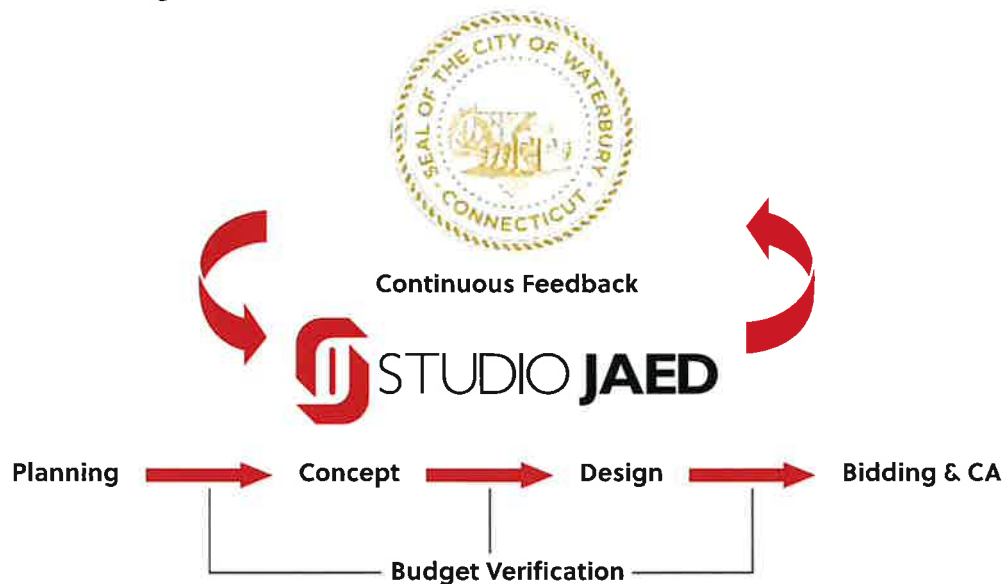
## HVAC LIFE CYCLE

After functionality, system economics is perhaps the most important issue. The utility costs for a school district are often second only to payroll. However, capital to purchase more efficient systems is rarely readily available. School districts own their facilities and should consider life cycle analysis as the main primary mechanism for evaluating HVAC systems. The wide range of HVAC systems, climates, school sizes and types makes any simple economic evaluation unrealistic, if not counterproductive. **StudioJAED utilizes computer modeling to derive the operating and life-cycle costs for a system, and to determine the value added by one system versus another.**



### c. Work Plan

StudioJAED's approach incorporates an understanding of your expectations as outlined in your solicitation and supporting documentation. Heading into this project, **our team is fully aware of the challenges presented and solutions necessary** to effectively and efficiently complete the scope of work identified. Furthermore, our team has worked extensively on similar MEP system replacement projects throughout the region. This experience provides our team a high level of knowledge in order to ensure that the best decisions are made at each step. This project will further benefit from **StudioJAED's in-house team capable of managing each step of this project**, thus streamlining all coordination efforts and project timeline. StudioJAED's team will work with key parties to develop a project management plan to complete this project on time and well within budget.



### PRODUCTION PROCESS

In order to maintain this project's schedule, StudioJAED will work from our project-specific process flowchart for engineering design projects. **This flowchart will be customized to meet the specific requirements of the project at hand**, and will then be employed as the baseline scheduling document to monitor progress. Continuous monitoring and circulation of this baseline gives our team the ability to recognize scheduling sequence and budget issues in time to logically respond with contingency plans.

Our process defines specific milestone checkpoints as well as **budget verification points and quality review checks that are to be performed throughout the course of this project**. This process will be tracked through project core meetings with the StudioJAED team and all other parties seen fit. As part of our in-house peer review, all aspects of this project will be analyzed by a professional designer not associated with the design process. These reviews will include detailed technical portions of the specifications and overall layout and functionality of the facility, and any other identified challenge, with an emphasis on safety and security.



#### d. Assigned Personnel

Please see previous answers to 1.f. and 2.c. For more information, see resumes in section 2.

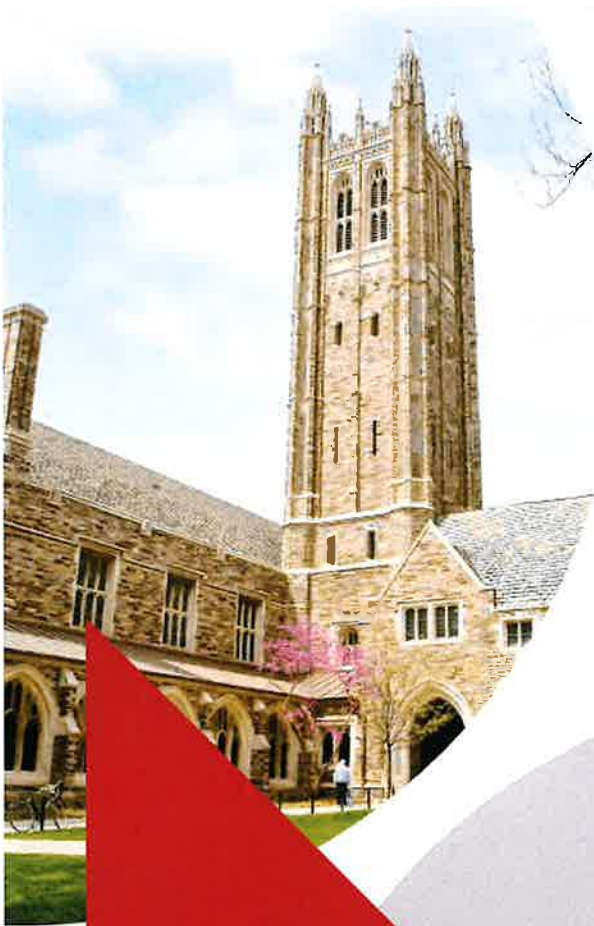
#### e. Requirements of the BOE

- We understand the Board of Education (BOE) is the recipient of \$67 million in Pre-K, K-8 and Secondary School Emergency Relief (ESSER) funding.
- StudioJAED understands that the BOE anticipates a substantial portion of the ESSER funding will be appropriated for upgrading and replacement of existing HVAC equipment and mechanical systems throughout the district.
- We acknowledge that the BOE desires the development of comprehensive HVAC and associated mechanical solutions for each designated school building or school building complex.
- StudioJAED will perform assessments, develop comprehensive solutions and develop bid specifications in a compressed timeline as necessary to meet deadlines in place for the commitment and expenditure of the ESSER funds.
- We understand that the BOE additionally desires the development of comprehensive solutions, when practical, to fully maximize available energy incentives.
- StudioJAED will facilitate the energy incentive applications, review and approval process.



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Section

# 4



**Cost Schedule**



## 4. COST SCHEDULE

---

a. All inclusive fixed hourly rate:



### 2022 Hourly Billing Rates

Category	Rate
Principal	\$220
Project Manager	\$175
Construction Specialist	\$175
Facilities Planner	\$175
Project Architect	\$130
Project Engineer	\$130
Designer	\$110
Project Coordinator	\$95
CAD Tech	\$75
Administrative Lead	\$65



b. Costs not included in hourly rate:

None

c. Percentage add-on for indirect labor:

None

d. Percentage add-on for profit:

None

e. Percentage add-on for subcontractor work:

10%

The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

StudioJAED welcomes negotiating costs, scope of services, and key personnel assignment.



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Section

# 5



**Information Regarding: Failure  
to Complete Work,  
Default and Litigation**



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## 5. INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT & LITIGATION

---

a. Have you ever failed to complete any work awarded to you? If so, where and why?

No

b. Have you ever defaulted on a contract? If so, where and why?

No

c. Is there any pending litigation which could affect your organization's ability to provide these services? If so, please describe.

No

d. (Not used in RFP)

e. (Not used in RFP)

f. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.

No

g. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

No

h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No

i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware?

No



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Section

# 6



## Exceptions and Alternatives



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## 6. EXCEPTIONS & ALTERNATIVES

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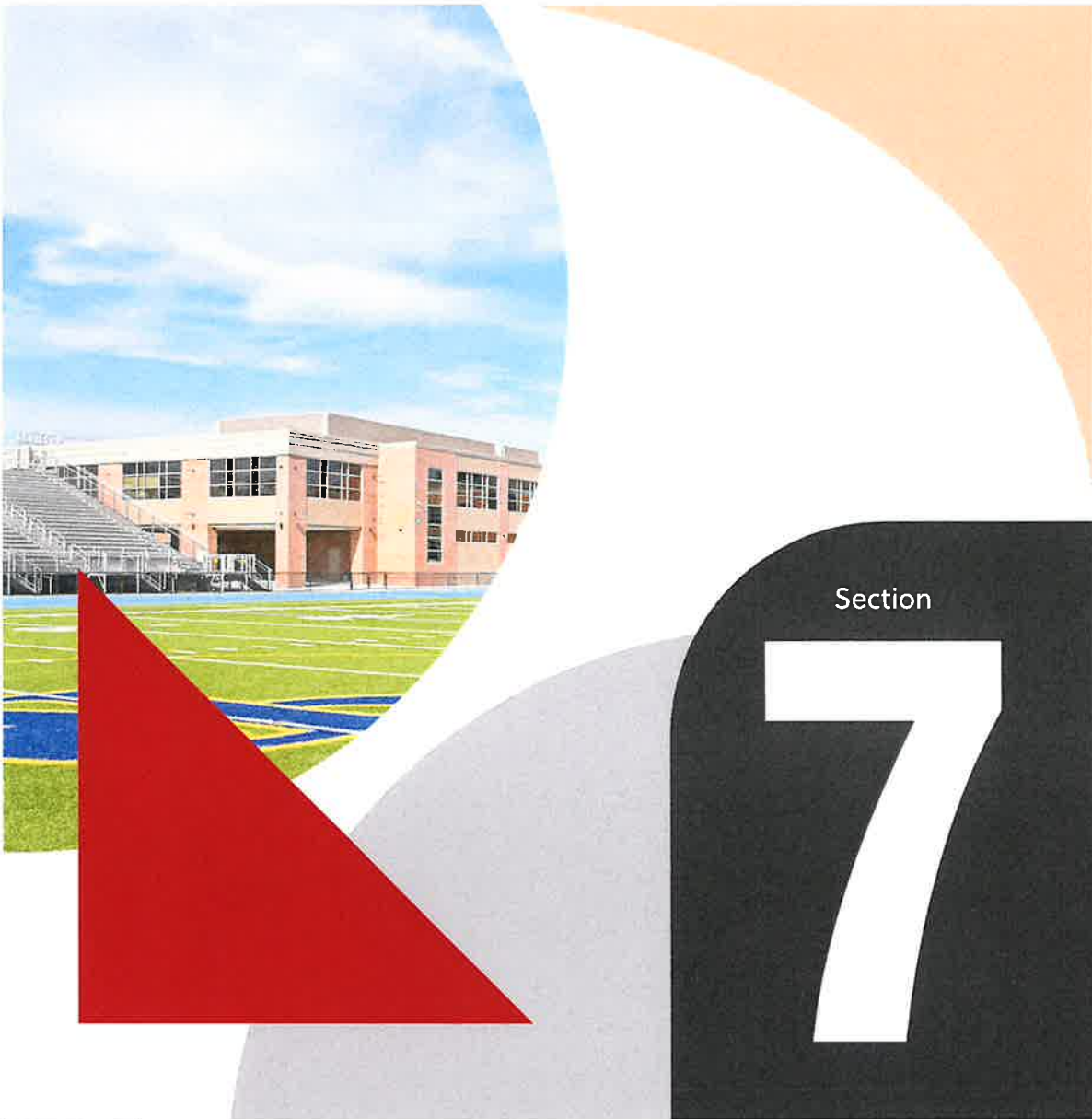
a. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

StudioJAED does not take an exception.



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**Quality Assurance &  
Disciplinary Action**



## 7. QUALITY ASSURANCE & DISCIPLINARY ACTION

---

a. Please provide an overview of your organization's system of quality control. Provide an affirmative statement that the company has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

### STUDIOJAED RECOGNIZES FIVE KEY COMPONENTS TO EFFECTIVE PROJECT CONTROL

These components serve as a guide to provide the City of Waterbury with the most economical, efficient and creative final product:

#### QUALITY ASSURANCE



StudioJAED maintains and utilizes a detailed quality assurance program and checklist that allows for a review of the design and documentation at every phase of a project that we share with the owner at regular intervals.

#### COST CONTROL & VALUE ENGINEERING



StudioJAED has integrated, highly experienced Certified Professional Estimators that will be involved with each project from the inception of design. These estimators will monitor the budget and benefits of value engineering throughout the course of the project while also participating in our quality assurance program.

#### SCHEDULE CONTROL



Scheduling is a clear understanding that consistent progress and forward momentum, based upon valuable dialogue, is a requirement of all those involved. StudioJAED's proper documentation and communication of scheduling will permit the monitoring and tracking necessary to make a successful project.



## FUNCTION CONTROL



In terms of project control, it is functional control that forms the strongest link. The function of our team members, including the client, is a direct result of the task environment. A clear understanding of everyone's duties and responsibilities with a careful review of the way in which the requirements are achieved through our methodology and approach are essential elements of a successful project.

## SOLUTION BASED CONFLICT CONTROL



StudioJAED's approach to any project recognizes the need to focus on solutions, beginning with the programming and design functions through construction administration. With our focus on solutions, our clients are assured that the design and future construction process will be as clear-cut and as comprehensive as possible for all parties involved.

### b. Affirmative Statement

StudioJAED has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body.



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Section

8



**Attachments**



**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**



--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

**StudioJAED Architects & Engineers**

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

**3-30-22**

Date

**Philip R. Conte, AIA, NCARB, President, CEO**

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered





**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

**StudioJAED Architects & Engineers**  
**42 Weybosset St. Providence, RI 02903**

Print Name and Title of Authorized Representative:

**Philip R. Conte, AIA, NCARB,**  
**President, CEO**

Signature of Authorized Representative:



Date: **3-30-22**



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Delaware

SS.: Tax ID 51-0229224

County of New Castle

Philip R. Conte, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President/ CEO** of StudioJAED Architects & Engineers (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		<b>None</b>		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		<b>None</b>		
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 <b>None</b>		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	<b>No officer owns more than 25%</b>			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1			<b>None</b>		
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	<b>Jaed Corporation</b>	<b>Delaware</b>	<b>Rhode Island</b>
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

**Brian Zigmond, Vice President, COO**

Witness

\_\_\_\_\_  
Name of Corporate Signatory

42 Weybosset St, Suite 403, Providence, RI 02903

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: **Philip R. Conte**  
\_\_\_\_\_  
Name of Authorized Corporate Officer

Its: **President, CEO**  
\_\_\_\_\_  
Title



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Delaware )

) SS Tax ID 51-0229224

County of Kent )

Philip R. Conte being duly sworn,

deposes and says that he/she is President, CEO of the Jaed Corporation and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 28th day of March

My Commission Expires: April 30, 2025





**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION**

This is your certificate of registration for your records. Such certificate shall shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. Questions regarding this certificate can be emailed to the Occupational & Professional Licensing Division at [dcp.occupationalprofessional@ct.gov](mailto:dcp.occupationalprofessional@ct.gov).

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. All renewal notifications and certificates will only be emailed to your last reported email on record. You can update your email, address or print a duplicate certificate by logging into your account with your User ID and Password at [www.elicense.ct.gov](http://www.elicense.ct.gov).

Mailing address:

**THE JAED CORPORATION  
2500 WRANGLE HILL RD STE 110  
BEAR, DE 19701-3840**

Email on file to be used for receiving all notices from this office:

**cookb@studiojaed.com**

**STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION**

830908

Be it known that

**THE JAED CORPORATION**

**42 WEYBOSSET ST STE 403  
PROVIDENCE, RI 02903-2855**

has been certified by the Department of Consumer Protection as a  
**PROFESSIONAL ENGINEERING CORPORATION**

**Registration #: PEC.0002045**

**Effective Date: 08/10/2021**

**Expiration Date: 08/10/2022**

verify online at [www.elicense.ct.gov](http://www.elicense.ct.gov)



Michelle Seagull, Commissioner



**STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION**

Be it known that

**BRIAN M ZIGMOND**

13 Bridleshire Rd  
NEWARK, DE 19711

has been certified by the Department of Consumer Protection as a licensed

**PROFESSIONAL ENGINEER**

**License # PEN.0026976**

Effective: 02/01/2022

Expiration: 01/31/2023



Michelle Seagull, Commissioner



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## ATTACHMENT C

**KEVIN MC CAFFERY**  
**DIRECTOR OF PURCHASING**  
**235 GRAND STREET, ROOM 103**  
**WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<b>Addendum #1 - March 21, 2022</b>	4	_____
2	_____	5	_____
3	_____	6	_____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

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

**Tax ID 51-0229224**

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

**StudioJAED Architects & Engineers**

\_\_\_\_\_  
Signature of Individual or Corporate Name

**Philip R. Conte, President, CEO**

\_\_\_\_\_  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name **Philip R. Conte, StudioJAED Architects & Engineers**

By: **President, CEO**

(Title)

Business Address: **42 Weybosset St, Suite 403, Providence, RI 02903**

(City, State, Zip Code)

Phone: **401-648-0884**

Email: **contep@studiojaed.com**

Date: **March 28, 2022**

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



## **Attachment D**

### **Insurance Requirements**

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A- "VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

**General Liability:**                      \$1,000,000 each Occurrence  
   \$2,000,000 General Aggregate  
   \$2,000,000 Products/ Completed Operations Aggregate

**Auto Liability:**                         \$1,000,000 Combined Single Limit each Accident  
   Any Auto, All Owned and Hired Autos

**Workers Compensation:**         WC Statutory Limits  
   Employer Liability (EL)  
   \$1,000,000 EL each Accident  
   \$1,000,000 EL Disease each Employee  
   \$1,000,000 EL Disease Policy Limits

**Excess/Umbrella Liability:**        \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate

**Professional Liability/E&O:**     \$1,000,000 each Wrongful Act  
   \$1,000,000 Aggregate

**Other Insurance Required:** Abuse/Molestation Liability Insurance: \$1,000,000 each  
   Occurrence  
   \$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

**Employee Dishonesty/Crime:** \$500,000 per Loss



**Builder's Risk Insurance:**            \$1,000,000 each Occurrence

**Contractors Pollution Liability Insurance:**    \$1,000,000 each Claim  
   \$2,000,000 Aggregate Coverage

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.





JAEDT-1

OP ID: SK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/02/2021

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

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

PRODUCER L & W Insurance Agency P.O. Box 918 Dover, DE 19903 Sandra Darling	302-674-3500	CONTACT NAME: Sandra Darling PHONE (A/C, No, Ext): 302-674-3500 FAX (A/C, No): 302-674-2909 E-MAIL ADDRESS:
INSURED The Jaed Corp t/a Studio Jaed 42 Weybosset St., Suite 403 Providence, RI 02903		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Co. NAIC # 24074 INSURER B: Wesco Insurance Company 25011 INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BZS56445593	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BZS56445593	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		USO56445593	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC34255755	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Bus Pers Prop		BZS56445593	08/01/2021	08/01/2022	Ded \$500 563,080

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

TOWHO-1

TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





JAEDT-1

OP ID: SK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/10/2021

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

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

<b>PRODUCER</b> L & W Insurance Agency P.O. Box 918 Dover, DE 19903 Sandra Darling		<b>302-674-3500</b>		<b>CONTACT NAME:</b> Sandra Darling		<b>PHONE (A/C, No, Ext):</b> 302-674-3500		<b>FAX (A/C, No):</b> 302-674-2909	
<b>INSURED</b> The Jaed Corp t/a Studio Jaed 42 Weybosset Street, Suite 403 Providence, RI 02903				<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>			
				<b>INSURER A:</b> Beazley Insurance Co.					
				<b>INSURER B:</b> Chubb Group of Ins Companies				<b>20218</b>	
				<b>INSURER C:</b>					
				<b>INSURER D:</b>					
				<b>INSURER E:</b>					
				<b>INSURER F:</b>					

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab</b>			<b>V1C801180401</b>	<b>09/12/2021</b>	<b>09/12/2022</b>	<b>Ea Cl/Agg</b> <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





Qualifications Package  
by StudioJAED for  
the City of Waterbury

RFP#7208  
School Building HVAC  
March 30, 2022

## **Delaware**

2500 Wrangle Hill Road  
Suite 110  
Bear, DE 19701  
302.832.1652

## **Rhode Island**

42 Weybosset Street  
Suite 403  
Providence, RI 02903  
401.648.0884



From: Philip R Conte AIA, NCARB  
42 Weybosset Street, Suite 403  
Providence, RI 02903  
contep@StudioJAED.com

To: Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Date: May 9, 2022

Re: **Waterbury ESSER Projects**

Dear Mr. McCaffery,

StudioJAED is pleased to provide a revised cost proposal to you for this very important project; included herein are revised hourly rates. Additionally, in some municipalities, it is typical to provide a fixed fee lump sum cost for the specific project. We are adept and comfortable doing this based on expected construction cost. For example, if Waterbury intends to allocate \$20 million to Kennedy High School for HVAC projects, we would typically have a fee that is in the range of 6% to 9% of the construction cost budget depending on the scope of work. That fixed fee would be all-inclusive from schematic design through construction administration. Typically, the only items our fixed fee excludes are hazardous material testing/sampling/monitoring, commissioning activities, and permit costs. We feel a fixed fee is less burdensome and allows for a greater sense of trust between all parties. Regardless of how the City would like to proceed, we will comply and we look forward to working with you. Thank you for your interest in our ability to assist you with architectural, engineering, and planning services. I am happy to discuss this issue in person or over the phone, please do not hesitate to contact me should you have any questions.

Thank You,

A handwritten signature in blue ink, appearing to read 'Philip R Conte'.

Philip R Conte AIA, NCARB  
President/CEO



# STUDIOJAED HOURLY RATES

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## 2022 Hourly Billing Rates

Category	Rate	REVISED by PRC May 2022 for Waterbury ESSER
Principal	<del>\$220</del>	\$200
Project Manager	<del>\$175</del>	\$160
Construction Specialist	<del>\$175</del>	\$160
Facilities Planner	<del>\$175</del>	\$160
Project Architect	<del>\$130</del>	\$120
Project Engineer	<del>\$130</del>	\$120
Designer	<del>\$110</del>	\$100
Project Coordinator	<del>\$95</del>	\$85
CAD Tech	<del>\$75</del>	\$65
Administrative Lead	<del>\$65</del>	\$55



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Delaware

SS.: Tax ID 51-0229224

County of New Castle

Philip R. Conte, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President/ CEO** of StudioJAED Architects & Engineers (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		<b>None</b>		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		<b>None</b>		
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 <b>None</b>		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	<b>No officer owns more than 25%</b>			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1			<b>None</b>		
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	<b>Jaed Corporation</b>	<b>Delaware</b>	<b>Rhode Island</b>
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

### Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

(Notary Public)

My Commission Expires: \_\_\_\_\_

**For Corporation**

**Brian Zigmond, Vice President, COO**

Witness

Name of Corporate Signatory

42 Weybosset St, Suite 403, Providence, RI 02903

Address of Business

Affix  
Corporate  
Seal

By: **Philip R. Conte**  
Name of Authorized Corporate Officer

Its: President, CEO  
Title



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Delaware )

) SS Tax ID 51-0229224

County of Kent )

Philip R. Conte being duly sworn,

deposes and says that he/she is President, CEO of the Jaed Corporation and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 28th day of March 2022

My Commission Expires: April 30, 2025





THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 6/1/2022**

**To:** Margaret Cherubini  
Department of Education

**Subject:** Tax Clearance

---


As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

StudioJAED Architects & Engineers  
42 Weybosset St., Suite 403  
Providence, RI 02903

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

NJO/wmf

  
Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us***EXECUTIVE SUMMARY**

**Date:** May 31, 2022

**To:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members *RM*

**From:** Rosh Maghfour, Interim Chief Operating Officer

**Subject:** Master Professional Services Agreements for RFP #7208 for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with EDM Architecture and Engineering, Inc.

The Education Department respectfully requests your review and approval of a Master Professional Services Agreement for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with EDM Architecture and Engineering, Inc. for a period of one year with two one-year extension options.

The City has streamlined the process for obtaining needed school building HVAC and mechanical solutions assessment, design and engineering services by creating a master agreement for these services, which contains all the City's standard terms, conditions and 'boiler plate' language for each service, including rates of compensation and additional required language to comply with the American Rescue Plan Act (ARP) and the Elementary and Secondary Schools Emergency Relief (ESSERII) Fund.

The master agreement provides for the issuance of Task Orders which will be project specific and issued on an as-needed basis. Each Task Order will be on a project by project basis and will outline the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order will require the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

Thank you for your consideration.

Attachments (3): Agreement, Disclosure, Tax Clearance

c: Mike Konopka, Louis Muradas, Dave Heavener



# MASTER PROFESSIONAL SERVICES AGREEMENT

RFP No. 7208

For

School Building HVAC And Mechanical Solutions

Assessment, Design And Engineering Services

between

The City of Waterbury, Connecticut

and

EDM Architecture & Engineering, PC

THIS MASTER AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and EDM ARCHITECTURE & ENGINEERING, PC, located at 100 West Street, Suite 210, Pittsfield, Massachusetts, a professional corporation incorporated in the State of Massachusetts (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7208 for school building HVAC and mechanical solutions assessment, design and engineering services; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7208; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project"); and

**WHEREAS**, the Contractor desires to undertake projects to be assigned by the City under the terms of this Master Agreement; and

**WHEREAS**, specific projects to be performed under the terms of this Master Agreement shall be assigned through Task Orders issued to the Contractor.

## **NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services,



equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide HVAC equipment and mechanical system assessments and development of comprehensive design-engineering solutions and bid specifications on designated aged Waterbury Public School buildings as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. Contractor shall also participate with the City in the development of Task Orders for each assigned project. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 7208 (attached hereto)

1.1.2 EDM Architecture and Engineering, PC's revised Cost Proposal dated May 9, 2022 (attached hereto)

1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.4 Certificates of Insurance, incorporated by reference

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.6 All Required Licenses

1.1.7 Required Contract Provisions ARPA Funded Projects

1.1.8 All Task Orders to be issued to Contractor by City pursuant to this Master Agreement. (Contractor acknowledges that no Task Orders are appended as part of **Attachment A** at the time of signing and that any Task Orders issued will be appended and become part of **Attachment A** when issued.)

- 1.2. The entirety of **Attachment A**, future Task Orders issued by City to Contractor and this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 EDM Architecture and Engineering, PC's revised Cost Proposal dated May 9, 2022 (attached hereto)

1.2.3 The Task Order for each assigned project.

1.2.4 The City's solicitation documents, RFP No. 7208.

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein



**1.3. Task Orders.** Task Orders under this Agreement will be assigned by the City for work to be performed by Contractor within the scope of services defined in this Master Agreement. The City, in the Task Order, shall define the project, a time for completion of the project including project milestones and the cost to complete the Project as determined in conformity with the pricing schedule of this Agreement. All deadlines established by the City shall be incorporated into Section 5 Contract Time of the Master Agreement as if fully set forth therein.

All Task Orders, when issued pursuant to this Master Agreement, shall be incorporated into this Master Agreement, made part hereof, and shall be subject to all terms and conditions set forth herein.

**2. Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City



property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.



**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.



**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Master Agreement shall be for a period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6) month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources.. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

**5.1.** Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**5.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first



seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

The compensation shall be paid in conformity with EDM Architecture and Engineering, PC's revised Cost Proposal dated May 9, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. Further, each Task Order shall have a project cost based on the pricing of the revised Cost Proposal dated May 9, 2022.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 and capped at the project cost defined in the respective Task Order governing each assigned project. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.



**6.2. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.3. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7208 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.4. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or



officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations



are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit  
each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.  
**\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing  
coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of  
Connecticut: Employers' Liability:  
EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to  
Workers' Compensation.



**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate**

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of



Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The



Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.



**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such



reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior



to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.



**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.



**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment



amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7208** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7208**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.



**29. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**30. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**31. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**32. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: EDM Architecture & Engineering, PC  
100 West Street  
Suite 210  
Pittsfield, MA 01201

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept



from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this



subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:  
<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.



**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



**IN WITNESS WHEREOF**, the parties hereto execute this Contract on the dates signed below

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

**EDM ARCHITECTURE &  
ENGINEERING, PC**

.

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:



## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7208 (attached hereto)
2. EDM Architecture & Engineering, PC's revised Cost Proposal dated May 9, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



- discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by



the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP#7208 for  
SCHOOL BUILDING HVAC & ASSOCIATED MECHANICAL SOLUTIONS  
ASSESSMENT, DESIGN & ENGINEERING SERVICES**

The Waterbury Board of Education is seeking qualified design/engineering firm(s) to provide assessments of existing legacy HVAC equipment and mechanical systems at designated school buildings in the District and to provide comprehensive design engineering solutions.

**A. Background**

The Board of Education (BOE) is the recipient of \$67 million in Pre-K, K-8 and Secondary School Emergency Relief (ESSER) funding being passed through the State Department of Education. The BOE anticipates a substantial portion of the ESSER funding will be appropriated by the Board of Education for upgrading and replacement of existing HVAC equipment and mechanical systems throughout the district. The BOE desires the development of comprehensive HVAC and associated mechanical solutions for each designated school building or school building complex. The selected firm(s) will be expected to perform assessments, develop comprehensive solutions and develop bid specifications in a compressed timeline due to established deadlines in place for the commitment and expenditure of the ESSER funds. The BOE additionally desires the development of comprehensive solutions, when practical, to fully maximize available energy incentives. The selected firm(s) will be tasked to facilitate the energy incentive applications, review and approval process.

The Board of Education engaged a firm last year that is nearing completion of a Long Range Infrastructure Facility Study. The Study provided a Facilities Condition Assessment (FCA) of all school facilities, resources, and technology infrastructure with respect to current and future condition and capacity. The subsequent Facilities Master Plan will identify priorities for repair, renovation, reconstruction or consolidation of the District's physical plants, including major HVAC systems and equipment. The successful bidder shall be provided the pertinent FCA Study in order to assist in targeting projects with the best cost/benefit profiles.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan



Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7208 package.

## **B. Qualifications**

Eligible proposers will be those individuals, firms, businesses, and companies that have the following qualifications:

1. Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.
3. A proposer with a proven track record in providing these types of or similar services.
4. Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.
5. Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.
6. Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.

## **C. Scope of Services**

The selected firm(s) will perform HVAC equipment and associated mechanical system functional assessments and develop comprehensive design plans and bid specifications and plans for the designated, target facilities in a compressed timeline. The selected firm(s) will establish regular progress communications with BOE representatives along with the BOE's designated ESSER Projects Oversight Manager and Technical Advisor. All parties will be involved with project concept & proposed solution evaluation prior to approval to proceed with development of bid specifications. It is anticipated that all services will be provided on a time & materials basis, in accordance with contractually established rates. It is possible that the BOE will engage one or more firms under an on-call master services contract arrangement in light of the compressed timelines for the commitment and expenditure of ESSER funds and anticipated bidder staffing resources. Table #1 below includes the school facilities that are first scope priorities, with other schools



to be potentially added to the scope during the term of the contract, including any option periods awarded.

Table #1

Name	Address	Grade Level	Square Footage	Construction
Crosby-Wallace Complex	300 Pierpont Rd.	6-12	398 ksf	1974
North End/Wilby Complex	534 Bucks Hill Rd	6-12	434 ksf	1978
Kennedy School	422 Highland Avenue	9-12	236 ksf	1964
West Side School	483 Chase Parkway	6-8	434 ksf	1976

#### **D. Agreement Period**

To be negotiated. A multiyear arrangement is anticipated, likely in the form of one-year commitment with subsequent one-year City held options.

The City will contractually reserve the right to cancel the contract at any time.

#### **E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website (<http://procureware.com/waterbury>) and must be received **by 2:00 PM on March 18, 2022**. Prospective proposers must



limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury Procurement website by **2:00 PM on March 22, 2022**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

## **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the Board of Education's Chief Operating Officer or designee for the Board of Education.

## **G. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being



considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to staff the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines,



answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard Contract/Agreement language. See Attachment B.
15. Any contract resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and five **(5)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or thumb drive, must be received at the following address no later than **11:00AM on March 30, 2022.**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their company's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.



1. Proposer Information: Please provide the following information:

- a. Company Name.
- b. Permanent main office address.
- c. Date company organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus along with a detailed description of proposed project lead(s) and support team.
- b. Summary of Relevant Experience. A listing of similar School Districts whereby the proposer has provided similar assessment and design-engineering services to in the past seven (7) years. For each, provide the organization name and the name, title, email address and telephone number of a responsible contact person.
  - For each, provide a summary overview of the project/services provided, duration of time, success of project/services provided and status of completion.
  - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. Identify the service team who would be assigned to provide the desired services. Include a resume for each detailing general and specific relatable experience for the services requested, professional education, certifications and years of service with the company. Describe the company's ability to replace assigned personnel with equivalent experience should a change be necessitated by the company or the BOE.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications, Work Plan and Other



- a. Qualifications. For each item listed in Section B- Qualifications, please describe your company's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed.
  - b. HVAC & Mechanical Systems — Assessment and Design-Engineering Services. Please provide a detailed overview of your proposed services, capacity and all associated features and value added components.
  - c. Work Plan. Please describe the anticipated work plan and approach to providing the requested services.
  - d. Assigned Personnel. Provide a complete listing of key assigned person(s) by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
  - e. Requirements of the BOE. Please detail any and all requirements of the BOE.
4. Cost Schedule.

Provide an all-inclusive fixed hourly rate for each assigned position and support staff positions to be assigned or potentially to be assigned as part of providing the requested services.

Specifically identify any costs not included in the proposed hourly rate including but not limited to travel, lodging, meals, office supplies, software and hardware, etc.

Specifically identify percentage add-on (if any) for indirect labor costs if not included in proposed hourly rates.

Specially identify percentage add-on (if any) for profit if not included in proposed hourly rates.

Specifically identify percentage add-on (if any) for subcontracted work.

The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?



- c. Is there any pending litigation which could affect your organization's ability to provide these services? If so, please describe.
  - f. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.
  - g. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Quality Assurance & Disciplinary Action. Please provide an overview of your organization's system of quality control. Provide an affirmative statement that the company has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

## **I. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach & work plan along with the quality of the overall proposal and assigned program manager(s).
- b. Proposed hourly rates.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise,



capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

## **2. Selection Process**

The Waterbury Board of Education may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

### **J. Rights Reserved To The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

### **K. Federal, State and Local Employment Requirements (Not Applicable)**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

### **L. State Set-Aside Requirements (Not Applicable)**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work



with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=180](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=180)

#### **M. Insurance**

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.



## **Attachment D**

### **Insurance Requirements**

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A- "VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

**General Liability:**                      \$1,000,000 each Occurrence  
   \$2,000,000 General Aggregate  
   \$2,000,000 Products/ Completed Operations Aggregate

**Auto Liability:**                         \$1,000,000 Combined Single Limit each Accident  
   Any Auto, All Owned and Hired Autos

**Workers Compensation:**        WC Statutory Limits  
   Employer Liability (EL)  
   \$1,000,000 EL each Accident  
   \$1,000,000 EL Disease each Employee  
   \$1,000,000 EL Disease Policy Limits

**Excess/Umbrella Liability:**        \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate

**Professional Liability/E&O:**     \$1,000,000 each Wrongful Act  
   \$1,000,000 Aggregate

**Other Insurance Required:** Abuse/Molestation Liability Insurance: \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

**Employee Dishonesty/Crime:** \$500,000 per Loss



**Builder's Risk Insurance:**            \$1,000,000 each Occurrence

**Contractors Pollution Liability Insurance:**    \$1,000,000 each Claim  
   \$2,000,000 Aggregate Coverage

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.



KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**March 21, 2022**

**Bid: 7208**

**Project: School Building HVAC & Associated Mechanical Solutions Assessment,  
Design & Engineering Services**

**Question: Regarding the Professional Services Agreement, do we need to do anything with it at this time, or is this just included to show us what the agreement will look like if we are selected?**

**Answer: Professional Service Agreement is a sample contract that will be used once firm(s) is selected.**

**Question: In Section H.2.b of the RFP, it asks that we provide a list of any contracts or purchase orders between the proposer and any agency of the City of Waterbury from the last 3 years.**

**Does this include contracts with consultants of the City?**

**Answer: Yes. Please list all the purchase orders that you have with the City for the last 3 years.**

**Question: For example, if we are sub consultants to another firm contracted with the City, technically our agreement is with the Prime firm, not the City of Waterbury. Should we include that experience here as well or should we only include projects where we are directly contracted to the City?**

**Answer: Please list only the projects/ contracts that you have with the City not the prime firms.**

**Question: Both Sections H.2.c and H.3.d request resumes. To avoid duplication, is it acceptable to only include the full resumes in one section?**

**Answer: Yes.**

**Thanks**

**Kevin McCaffery**

**Director of Purchasing – City of Waterbury**





City of Waterbury  
Board of Education  
School Building  
HVAC & Associated  
Mechanical Solutions  
Assessment, Design  
& Engineering  
Services

**RFP#7208**

Waterbury,  
Connecticut

March 30, 2022







March 29, 2022

architecture

engineering

management

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand St, Room 103  
Waterbury, CT 06702

Re: RFP#7208  
Project Title: School Building HVAC & associated Mechanical Solutions  
Assessment, Design & Engineering Services

Dear Kevin,

**edm** and is pleased to propose our services as a Mechanical On-Call Consultant for the City of Waterbury.

**A/E Firm** | As a local, multi-disciplined Architecture and Engineering firm, we have the ability to provide all of the building-related design services needed for this contract in-house. This allows for a superior level of team communication assuring more complete coordinated projects.

**Experience** | **edm** currently holds 15 on-call contracts for public and private clients in New England. Our clients recognize a single call can immediately answer a question or meet a need. Project examples and references are attached.

Our MEP staff collectively has over 160 years of experience working on hundreds of renovation and new construction projects for a wide range of clients in the Municipal, Institutional, Industrial, Commercial and Multi-family markets. With an office in Unionville, Connecticut, we are both uniquely positioned and experienced to support any project assigned under this contract.

Typically for MEP On-Call contracts, we've provided Mechanical, Electrical, Plumbing and Fire Protection engineering in support of assessment studies, conceptual programming, development of schematic designs and construction documents along with providing support during bidding and construction.

**Quality & Project Approach** | Our project approach is really quite simple. It is based on effective communication and active listening. We must fully understand your goals to plan and design a successful project that will meet your needs and inspire end-user support. This understanding will lead to responsible solutions that are cost-effective, high in quality/performance and easy to maintain. We would encourage you to speak with any of our previous clients to see how our approach has worked for them.

The first step for all of our projects is to develop a thorough understanding of the project scope by visiting the project site and meeting with all involved stakeholders. We then expand upon those efforts to suit the specific scope-of-work involved considering budget and timeline constraints all while keeping the various project stakeholders engaged throughout the progression of the project.

pittsfield, ma

unionville, ct

troy, ny

888.336.6500

www.edm-a3.com



Project Team | **edm** will act as the engineer of record. **Ellana**, with whom we have collaborated on many public projects, will provide Independent Cost Estimating services.

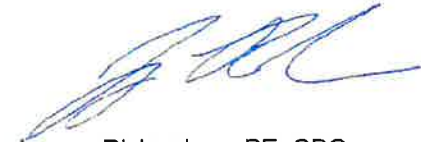
Every On-Call contract has a minimum Project Manager level staff member assigned as the Champion point-of-contact for the duration of the contract. This person will oversee all projects assigned under the contract and can pull in support staff as needed. The main point-of-contact for the City of Waterbury, Board of Education contract is Robert Sherman, who has successfully led numerous on-call contracts and will be the direct contact at any given time.

Sustainability and Innovation | **edm** strives to incorporate the latest Sustainable and Innovative elements in our designs in order to reduce our carbon footprint and conserve natural resources. We have over a dozen LEED projects and are currently working on a Net-Zero, passive house facilities building in Massachusetts.

Thank you for the opportunity to submit our qualifications. If you have any questions or comments, please do not hesitate to call.

Sincerely,

**edm**



Jeromy Richardson, PE, CBO  
Principal / CEO



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Cover Letter

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**1**





## FIRM OVERVIEW

*we listen. we create. we care.*

**edm** is a multi-disciplined architecture and engineering firm providing true single-source delivery of all major design disciplines.

Founded in 1988, **edm** maintains offices in Unionville, CT, Pittsfield, MA, and Troy, NY, all positioned to provide superior communication and services to clients throughout the northeast region. Work for this contract will be performed primarily out of the Unionville office location.

Long a part of our values before it was popular, **edm** delivers sustainable and cost-effective solutions with an emphasis on environmentally-friendly design. Whether the goal is lower energy costs or a US Green Building Council designation, our experienced team members, including **edm**'s certified LEED AP professionals, work closely with clients to achieve their design goals.

**edm** takes pride in maximizing value through innovative design and effective project management for our public, private, corporate, commercial, institutional, and industrial clients.

By actively listening to our clients' visions, we create comprehensive designs that result in high performance with lasting value.

### Why edm

**edm** specializes in providing quality architecture and engineering services to clients in the northeast.

Our design team has years of experience working on projects in a number of different industries including higher education, K-12, higher education, hospitality, multi-family, commercial, corporate, industrial, cannabis, financial, federal, and municipal entities.

**edm** designs and optimizes complex and proprietary systems to significantly reduce waste of materials, increase efficiency, minimize downtime, and improve product quality all resulting in increased profits for our clients.

## Proposer Information

Company Name:

edm architecture & engineering, pc

Permanent Main Office Address:

100 West Street, Suite 210  
Pittsfield, MA 01201

Date Company Organized:

May 11, 1988

Legal Form of Ownership:

Professional Corporation  
Incorporated in Massachusetts

Number of Years Engaged in Services  
Under Present Name (edm): 31

Principals:

Jeromy Richardson PE - CEO, 22 years exp.  
Head of Engineering

Tim Eagles - Vice President, 36 years exp.  
Co-Director of Architecture

John Ineson - Clerk, 39 years exp.  
Co-Director of Architecture



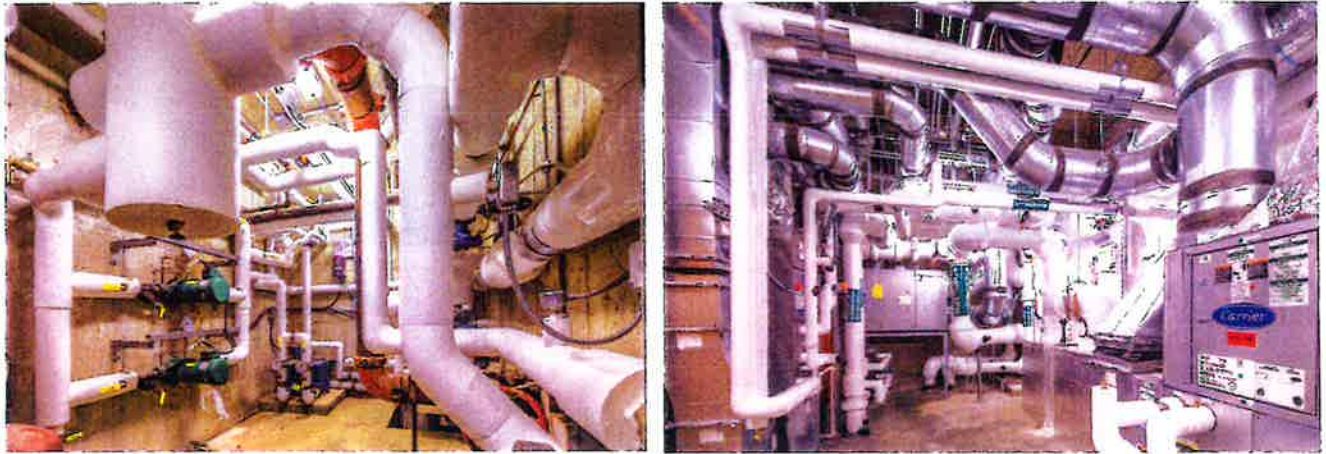
[www.edm-ae.com](http://www.edm-ae.com)



# PHILOSOPHY STATEMENT & BUSINESS FOCUS

Our approach to an on-call contract is simple...**we listen**...**we create**...**we care**...

Providing on-call services is a unique undertaking. Too many engineering firms focus solely on their own vision instead of the client's needs. In contrast, our entire process is based on one skill – listening. Our team members are the best listeners in the industry and will put the City's needs first.



**we listen**... Good communication and collaboration within the project team is essential. Having in-house architecture and engineering staff simplifies communication and enables our clients to mobilize a project team with one simple phone call. **edm** understands the varied tasks and dynamic nature of on-call services and have the personnel and experience to adapt to project requirements as projects arise.

**we create**... There are unique considerations for each project within an on-call contract. The challenge is to recognize the particular significance of each and respond quickly. **edm** has the experience to carefully evaluate facilities, consider daily operations and ask the critical questions, which allows us to develop thoughtful, innovative solutions.

**we care**... Our long-term relationships with our clients speak to a continuing quality of product and care that we bring to every project. We respond to our clients every day in an on-call basis to meet a particular need or answer a question. We would suggest you speak with our clients to find out how we are doing.

For a detailed description of proposed project leads and support team, please see **Personnel Listing & Capacity**.



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# SUSTAINABILITY STATEMENT

*"Many, many, many lives depend upon this"*  
Edward Mazria, FAIA

## Background and Introduction

**edm** is committed to sustainable design in every aspect of our **integrated practice**. As a member of the U.S. Green Building Council with LEED Accredited Professionals on staff, **edm** is actively involved in projects for both new and existing buildings with sustainability goals. Our design approach allows us to merge the specific needs of the client with the implementation of practical & measurable green building design. As an A/E firm, we focus on thoughtful integration of architecture with the site and electrical, mechanical, and structural systems to deliver responsible solutions.

**edm** recognizes our obligation and opportunity as architects and engineers to minimize the environmental impact of climate change and to improve people's quality of life. We understand the need to exercise leadership in creating the built environment and promoting sustainability at all levels. We believe we must alter our strategies and encourage the entire design and construction industry to join with us to change the course of the planet's future.

**edm's** group of architects and engineers is committed to evaluate the operational emissions and the embodied carbon of new and existing buildings. The goal is to determine the materials, process and systems that can be improved/replaced/repurposed with the final goal of elevating the design practice, saving our client's money, and combatting the effects of global climate change.

**edm** has created a **Sustainability and Innovation Committee** to provide the leadership, training and knowledge to support the firm's sustainable practices. This committee establishes the firm goals within the office's short and long-term action plans:



Healthy Materials  
Specification



Embodied Carbon



Operational Carbon/MEP



Arch2030

## Short Term

- Transform and reuse the existing as much as possible before building new.
- Spend resources ONLY where and when are needed.
- Embrace a new concept of beauty attained only through respect to the environment in the building environment.

## Long Term

- Remove site fossil-fuel use from the projects, creating all electric building and source energy from a grid fed by 100% renewable energy.
- Design projects that "draw down" or sequester carbon, as opposed to just creating projects that are carbon neutral or NetZero

**edm's** commitment to **AIA 2030 Challenge** is putting in place firm-wide resources, standards, and practices to ensure that every project helps us achieve a more sustainable practice. **edm** is supporting the critical need for more consistent and rigorous metrics related to actual building performance. As part of the process to ensure these metrics are being constantly evaluated, **edm** has developed monthly project design reviews to ensure sustainable procedures in the company's projects from their conception stage. In addition to evaluating operational energy use, **edm** is develop a material comparison chart to add to our design process resources to provide additional information to the owner in order to evaluate material options in an informed way to help drive down the project's overall carbon footprint.



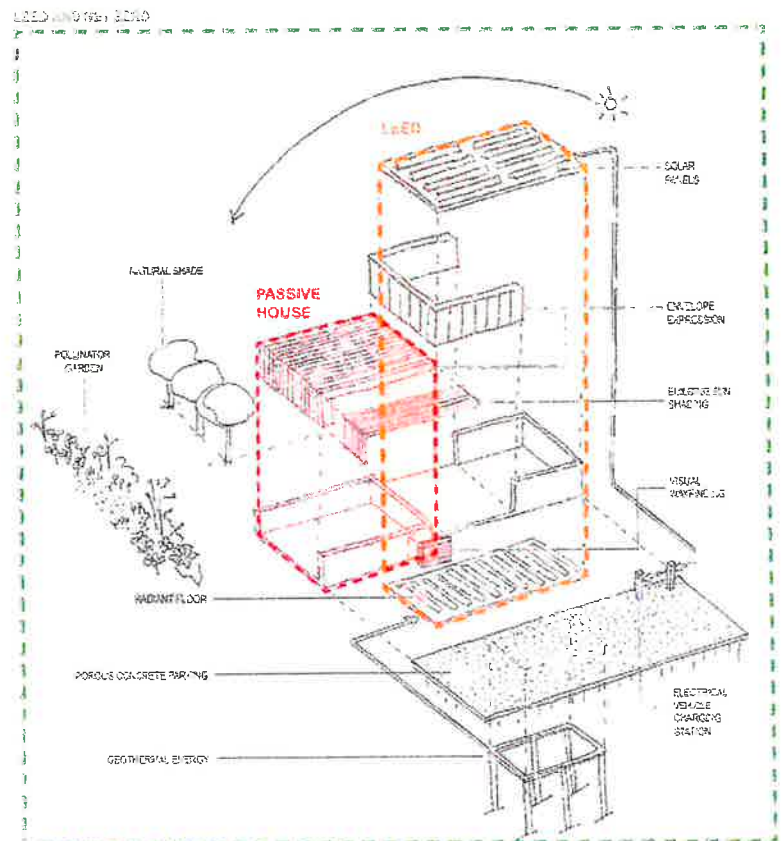
## Sustainable Projects

**edm** has many LEED projects, including the DCAMM Facility building, in Northborough, MA, designed to be LEED certified, Net Zero and Passive House.

Currently in design completion, the objective for the **New Surplus Properties Facility Building** has been to site, plan and design a new facility that will exceed the Commonwealth's energy and sustainability goals wherever possible for the Surplus Properties group of the Office of Facilities Maintenance and Management (OFMM).

The project has a particular focus on sustainability, energy, and resilience. The expectation for the office program area is to achieve Passive House US (PHIUS) certification, LEED Gold certification for the entire building, with net zero carbon and/or net-zero energy use anticipated. Fossil fuels will not be used to power the building, and the building will be sustained by a photo-voltaic array and a ground-source, closed-loop geothermal heating and cooling system.

Two structures are planned for the conceptual site development, a 7,450 SF office/vehicle/storage building, and a 4,000 SF storage building. The building layout for the office/vehicle/storage facility has been developed with the intent of LEED Gold, and Net Zero certification, with Passive House certification as a major goal for the office portion of the building (approximately 2,900 SF).



## Other Project Examples

- **Rosenblum Co-Warehousing/Co-Work Facility** – Renovation, Net-Zero anticipated
- **Williamstown Fire Station** – New Construction, Net-Zero anticipated
- **Choate Rosemary Hall, Wallingford Inn** – Renovation, Net-Zero anticipated
- **Hartford Community Health Center** – LEED Silver MEP design
- **RiverMills Senior Center** – New Construction, LEED Silver design
- **Monterey Library** – Renovation and New Construction, LEED Silver anticipated
- **PeoplesBank, West Springfield** – Renovation, LEED Gold
- **PeoplesBank, Holyoke** – Renovation and New Construction, LEED Silver
- **UConn, Whitney Dining Hall** – Renovation, LEED Silver
- **PeoplesBank, Northampton** – New Construction, LEED Gold Certified
- **Berkshire Community College** – Provided air system deficiencies study of multiple conditioned air delivery systems. Study included engineered building space load calculations and ventilation calculations to meet current code requirements.



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# HEALTH AND WELLNESS

*"The greatest wealth is health"*

The WELL Building Standard® is a performance-based system for measuring, certifying, and monitoring features of the built environment that impact human health and wellbeing, through air, water, nourishment, light, fitness, comfort, and mind. WELL's mission is to improve human health and wellbeing through the built environment. WELL explores the connection between the buildings, where we spend more than 90% of our time, and the health and wellness of its occupants.

- **edm** believes in the deep relationship between human wellbeing and the built environment promoting the physical, psychological, and social well-being of people in buildings and the built environment. Wellness is about ensuring the health, happiness, and fulfillment of every individual employee as well as the firm as a whole.
- **edm** has WELL certified professionals and applies/proposes WELL principles (to the possible extent) to all their projects independently of if they are seeking certification through the wellness design review.

Some of the concepts included in the wellness design review are:

- Light (natural light, circadian rhythm, glare, solar gain...)
- Materials and biophilia (natural materials, restriction of harmful materials...)
- Mind (promotion of mental health and wellbeing, connection to nature, connection to place...)
- Community (Emergency Preparedness Plan, promote health-oriented mission...)
- Water Quality
- Nourishment and Movement (promote healthy habits and active communities)
- Sound (maximum sound levels, sound barriers...)
- Air Quality and Thermal Comfort (fresh air, airborne particulates, mold, ventilation, VOCs...)

- **edm** has started the process of transforming the company offices to meet the Well Standards to create a healthier work environment. The company provides adjustable work surfaces, new sound absorbing materials for specific "quiet areas", water filters, interior plants, individual thermal comfort among others.



AIR



WATER



NOURISHMENT



LIGHT



MOVEMENT



THERMAL  
COMFORT



SOUND



MATERIALS



MIND



COMMUNITY



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# DIVERSITY STATEMENT

**edm**'s mission of designing for the future we need drives us to collaborate. Collaboration is inclusive. We celebrate multiple approaches and points of view. We believe diversity drives innovation, so we're building a culture where difference is valued. It connects us closer to our clients and the communities we serve.

We are working at the grassroots level to promote interest and diversity in architecture and engineering by introducing these fields to younger generations. We have teamed with a local school to introduce building design to elementary school children through the "Blueprint Academy". We offer high school internships, shadowing days and have teamed with schools for "Construction" events. We hire college interns to increase their knowledge of the field. Our HR policy is to hire for talent and provide a road map for team members to follow to advance within the company to positions of leadership.

Diversity within a design team leads to more thoughtful, creative solutions. To that end, **edm** has assembled a varied group of design professionals for the Inn Renovation project at Choate Rosemary Hall. **edm** does have in-house architecture, interior design, structural, mechanical and electrical engineering, but for a given project, we often supplement our in-house knowledge with expertise from trusted consultants. Most of these relationships date back many years and include WBE, MBE, VBE and non-SDO firms.

We are committed to diversity and work to increase our efforts both internally and through our teaming approach.

**EQUITY** is providing balanced resources and opportunities to ensure all staff can reach an equal outcome;

**DIVERSITY** is encompassing an array of staff that represents varied experiences and perspectives;

**INCLUSION** is fostering a sense of belonging for all voices and perspectives to feel welcome respected, supported and valued to fully participate.

**edm** believes that human capital is the most valuable asset it has. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that employees invest in their work enriches our project outcomes.

Acknowledging the geographical and professional challenges of diversity in the architecture-engineering-construction industry, **edm** is committed to helping to minimize the current gender, racial and cultural gap. To that end **edm** has created a **Diversity Committee** to foster, cultivate and preserve a culture of equity, diversity, and inclusion.

**edm**'s diversity committee has developed an action plan with short and long-term actions, to ensure the success of our diversity policies. As part of this plan, we are implementing:

- nameless resume reviews
- team interviews
- flexible workplace policies
- engaging with minority and diverse organizations
- mentoring students, and
- reviewing work policies to allow employees to address their needs



Amy Ray and Monica Perez del Rio during the Equity and Diversity at work event organized by AIA CT - July 2021



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## RELEVANT EXPERIENCE

**edm** has provided MEP engineering design services for over 300 buildings, public and private. **edm** has not had any contracts or purchase orders in the last 3 years with any agency of the City of Waterbury.

### **Stone East Learning Center Gym - Enfield, CT**

Designed replacement of existing gymnasium heating/ventilation system with new air conditioning to suit changed usage of gym spaces. Design/build.

### **Wellesley Community College - Wellesley Hills, MA**

Engineering design and project management for HVAC upgrades in the Carey Academic Building on the Wellesley Hills campus. The project included adding energy efficient air conditioning units and ventilation to two existing floors. The renovation used cost effective design to maximize value and was strategically carried out while the building remained occupied.

### **Lederle Graduate Research Center - Allentown, PA**

Design and engineering services for the Lederle Graduate Research Center (LGRC), which consists of three towers and low-rise structure totaling 500,000 square feet. The existing fire alarm system layout was original to the when building when it was constructed in 1973. **edm** designed a new fire alarm, equipment rooms and other code required life safety upgrades within the three high rise towers.

### **Three Rivers Community College - Norwich, CT**

**edm** provided MEP services as part of the CT Department of Administrative Services on-call for HVAC upgrades at Snow and Wheaton Halls.

### **Williams College - Mary Lab - Williamstown, MA**

Design of renovations for yearly updates to labs suites for incoming professors or changes in programs including new hoods, utilities, casework, finishes and lighting. Psychology lab for observation and testing.

### **UFM Middle School - Springfield, MA**

HVAC and control upgrades

### **East Windsor High School Nurse's Suite - East Windsor, CT**

East Windsor High School Nurse's Suite Renovation, Broad Brook Elementary School Nurse's Suite Renovation, Town Hall HVAC Replacement, Broad Brook Boiler Replacement, High School Boiler Replacement



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## City of Worcester / Worcester Public Schools - MEP On-Call Worcester, MA

**edm** has been providing engineering services through the MEP On-Call for the City of Worcester since 2018. Project examples include:

- **Gates Lane Elementary School** – Replace existing five packaged rooftop units
- **Durkin Administration Building** – Replace Server Room Air Conditioning
- **Worcester East Middle School** – Removal and replacement of the existing Fire Alarm System
- **Multiple Schools** – Investigation into the Replacement Planning Project for the Modular Classrooms at six different school locations
- **Claremont Academy** – Existing Fire Suppression System sprinkler head evaluation
- **West Tatnuck Elementary School** – Fire Alarm System removal and replacement
- **DCU Convention Center** – Electric Vault Upgrade Study on Commerce Street
- **Frances Perkins Library** – Replaced gas-fired HVAC equipment with electrified equipment.
- **Numerous Schools** – Boiler Replacements

### Disciplines

- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Fire Protection Engineering

### Services

- Programming
- Planning & Design
- Cost Estimating
- Construction Documents
- Bidding
- Construction Administration

**Project Cost:** \$10,000 - \$4,000,000

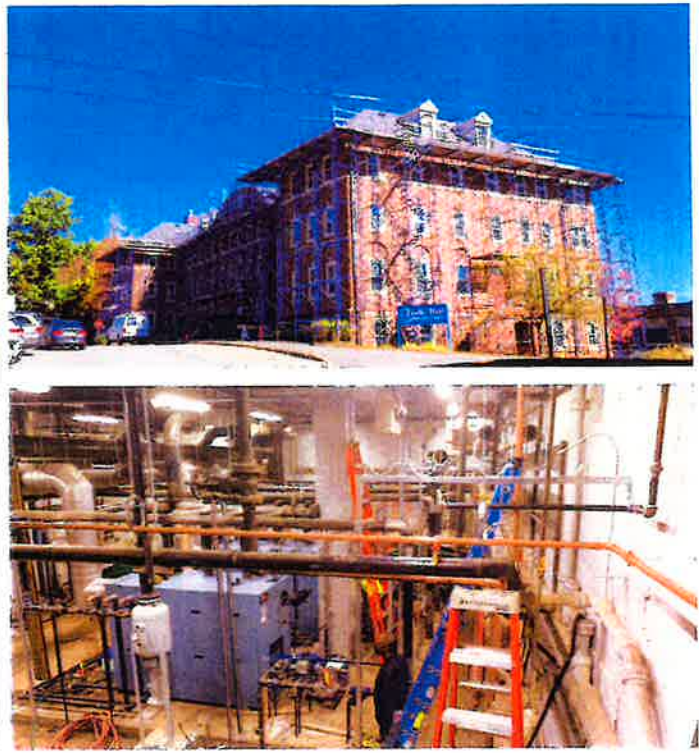
**Year Completed:** Ongoing

**Reference:** James (Jim) Bedard, Facilities Director  
508-799-3151  
bedardj@worcesterschools.net



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## MSBA Accelerated Repair - Boiler Replacements

### Fall River & Fitchburg, MA

**edm** has been working with the Massachusetts School Building Authority since 2017 and currently have an Accelerated Repair - Boilers and Roofs for their MA public school system. Project examples include:

- **Resiliency Preparatory Academy, Fall River, MA** - Work included replacement of 3 existing boilers with new high efficiency boilers, heating system control upgrades and upgrades to over 300 radiators in the building. **edm** also completed a 3,500 SF PVC roof replacement and replacement of standing seam metal roofs on the school's ventilation towers.
- **Westall School, Fall River, MA** - Replacement of two existing steam boilers with new high efficiency boilers and upgrade heat systems in the building. **edm** also completed a roof replacement for a 20-year old EPDM system with a new PVC roof system. Four ventilation shaft roofs were replaced.
- **South Street School, Fitchburg, MA** - **edm** completed the South Street School roof and boiler replacement for the City of Fitchburg. This project was secured through the MSBA Accelerated Repair Program. This project involved the replacement of existing slate and rubber roof on West Building and replacement of boilers and associated equipment in the South Building.

#### Disciplines

- Mechanical Engineering
- Plumbing & Piping Design
- Electrical Engineering
- Structural Engineering
- Code Consulting
- Architecture

#### Services

- Planning & Design
- Cost Estimating
- Construction Documents
- Bidding
- Construction Administration

**Project Cost:** \$5,714,200 (Fall River), \$1,765,000 (Fitchburg)

**Year Completed:** 2020

**Reference:** Craig Chalifoux, Director of Business & Finance,  
Fitchburg Public Schools  
(978) 345-3217, [chalifoux@fitchburg.k12.ma.us](mailto:chalifoux@fitchburg.k12.ma.us)



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## Springfield Public Schools - Culinary & Nutrition Center

Springfield, MA

**edm** provided architecture and engineering services for the complete renovation of a former manufacturing building to create a Culinary and Nutrition Center for the Springfield Public Schools. The project included a new office suite, production kitchens, locker rooms, and storage. The HVAC design consisted of:

- Office Area and Training Rooms are served by two air handler units with hot water heating coils and dx cooling coils with supply and return ductwork distribution with Variable air volume (VAV) units with hot water reheat coils to serve individual zones. Main Kitchen Area and Storage Area are served by three roof top units with hot water heating coils and dx cooling coils with supply and return ductwork distribution with Variable air volume (VAV) units with hot water reheat coils to serve individual zones. Individual make-up air units with natural gas fire heaters along with up-blast exhaust fans serve each kitchen exhaust hood.
- Hot water hydronic system is provide by 2 high efficient condensing boilers with inline pumps, general exhaust fans serving bathroom areas, mechanical rooms, and below freeze pads areas. Main air cooled chiller with piping to serve kitchen process equipment, main air compressor with piping to kitchen process equipment. Full Building Management System, and all air handler units, roof top units, pumps, make-up air units, and kitchen exhaust hood fans provide with variable frequency drives.

**Project Cost:** \$12,000,000

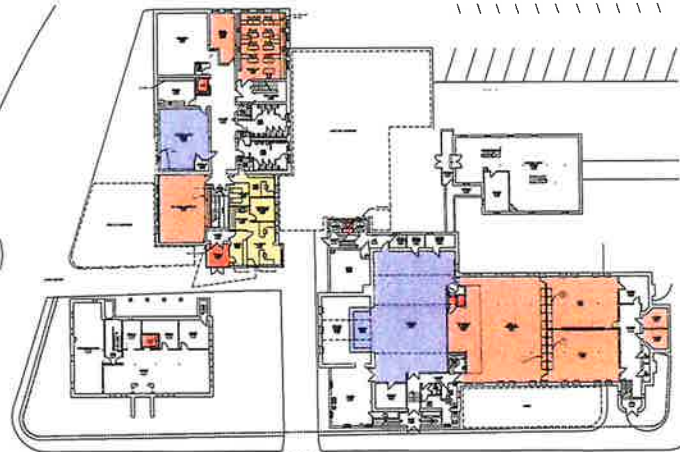
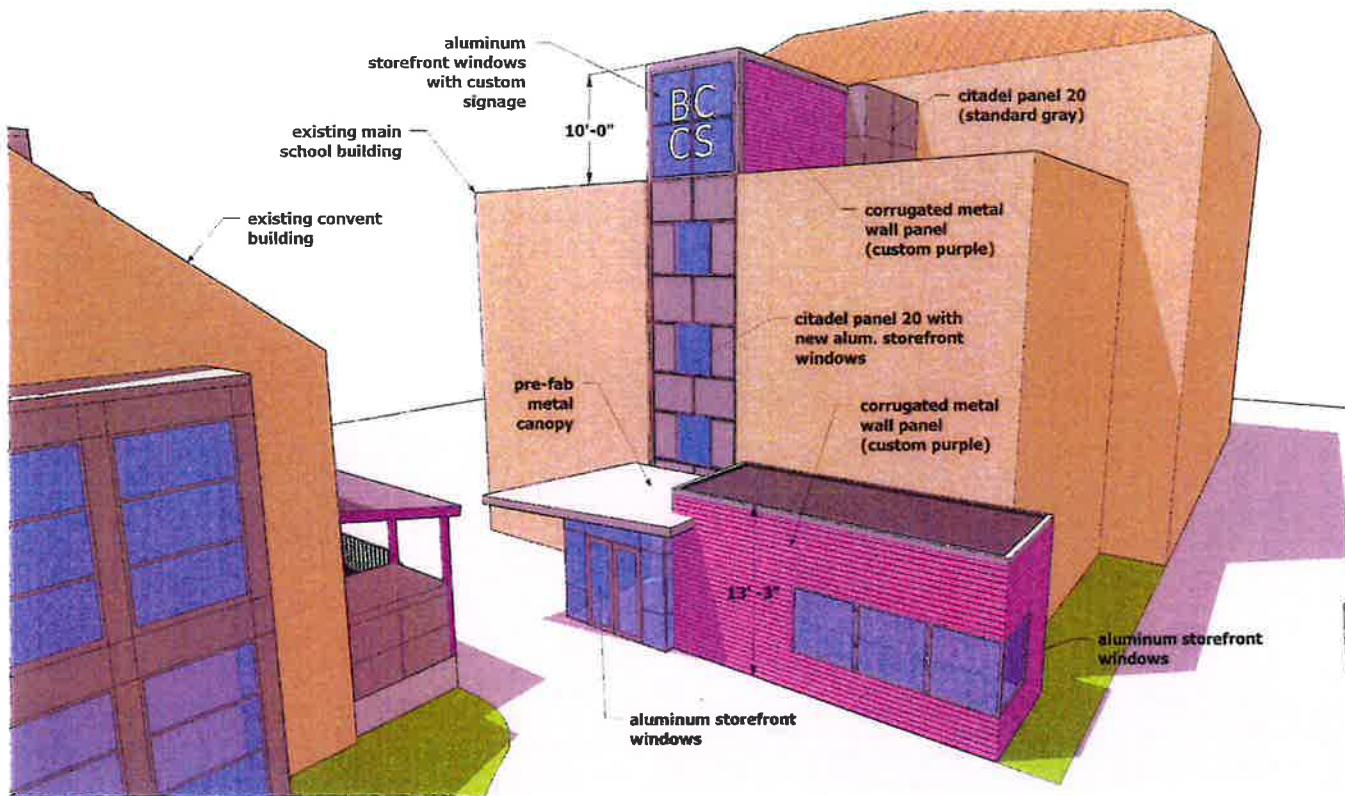
**Year Completed:** 2019

**Reference:** Patrick Roach, CFO & Operations Officer for Springfield Public Schools  
(413) 787-7100 x55299  
roachp@springfieldpublicschools.com



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## Brass City Charter School

Waterbury, CT

Adaptive reuse of a former historic St. Margaret's Catholic Church complex to accommodate BCCS's, expanding enrollment. Project included conversion of the 7,500 SF rectory, (Early Childhood Learning Center), 6,200 SF convent (Administration) and 20,000 SF church (Gymnasium, Music and Art) and expansion/renovation of the 26,000 SF school building. Creation of a safe, secure school campus in an urban setting was also a major factor with site modifications to create safe playgrounds and gathering spaces, and remove vehicular traffic from between buildings.

Project Cost: \$6,000,000

Year Completed: 2018

Reference: Barbara Ruggiero, Executive Director  
(203) 527-5942  
bruggiero@brasscitycharter.org







### X'ing School - STEM Lab HVAC Upgrades

Stamford, CT

edm provided design services for the conversion of an existing two story space into an Innovation Lab on the lower level and a general-purpose classroom on the upper level within the same space above a section of the lab.

The Innovation Lab features bench and tool workspace on the perimeter, open center floor plan with flexible furniture and pull-down power, robotics arena and large materials storage closet concealed behind white board covered doors. There is a small mechanical room on the new second level, adjacent to the study room, to house HVAC equipment serving both spaces. In addition to mechanical there is plumbing and electrical work to support the equipment in the lab and classroom spaces. There are also renovations in the program room on the west side of the buildings lower level which include removal of a circulation desk and related construction in a work room of the academic center area.

Project Cost: \$600,000

Year Completed: 2018

Reference: Kimberly Leeker, CFO  
(203) 322-3496 x346



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## The Hotchkiss School

### Lakeville, CT

**edm** has been providing architecture and MEP services for various buildings at The Hotchkiss School. Projects include the Eifers Walk Study, a faculty lounge renovation and three dormitory renovations.

**Buehler Hall** dormitory renovations began in 2018 and included three phases of construction over three different summers. The building scope included replacing the heating system, adding sprinklers and adding new finishes throughout the building. The faculty apartments were reconfigured with the addition of air conditioning. A redesign of the lobby entry space and reconfiguration of the student bathrooms were also completed.

The second dormitory renovation, **Wieler Hall**, was a single phase of construction. **edm** replaced the heating system, added sprinklers, and replaced ceilings and lighting throughout. The third dormitory, **Tinker Hall**, began in 2021 and will be a multi-phase construction. Similar in scope to Buehler Hall, the project includes replacing the heating system, adding sprinklers and new finishes throughout. The faculty apartments will be reconfigured with the addition of air conditioning. A redesign of the lobby entry space, reconfiguration of the student bathrooms and addition of an accessible ramp will also be completed.

**Project Cost:** Varies

**Year Completed:** 2018 - Ongoing

**Reference:** Brian Hanecak, Facilities Project Manager  
(860) 435-4422, bhanecak@hotchkiss.org



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## Choate Rosemary Hall

Wallingford, CT

**edm**, has been providing architecture and engineering services for the school since 2011. Project examples include:

**St. John Hall** - This design for complete renovation of the school's existing Math and Computer Science Building featured a new entrance with outdoor patio overlooking campus, a student commons, and cafe. Planned modernizations to the building include new finishes, lighting, mechanical, electrical, and plumbing system upgrades, code and safety upgrades, and replacement of exterior windows. **edm** designed and engineered the project to meet LEED Silver certification, while blending in with the historic campus.

**Hill House Portico and Stairs** - Severe deterioration at front entrances of three historic campus buildings lead to their need for replacement. **edm** designed careful reconstructions, paying tribute to original historic designs, while incorporating needed design improvements, such as: reconfigurations enhancing a sense of welcome; accessibility improvements; LED lighting; reconstruction of wood columns, trim and balustrades. Material selections oriented toward longevity, durability and overall lower maintenance, intending to last for future generations.

**Headmasters House** - 11,000 SF residential design for Choate Rosemary Hall's school headmaster and family, required to operate simultaneously as their private residence and an entertainment space for official school dinners and functions.

**Project Cost:** Varies

**Year Completed:** 2011 - Ongoing

**Reference:** Tom Hinde, Project Manager  
(203) 697-2083, [thinde@choate.edu](mailto:thinde@choate.edu)



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## MCLA On-Call

### North Adams, MA

**edm** has been providing architectural/engineering services to MCLA since 2014. We currently have an on-call with the school and have performed a wide range of projects including certifiable studies, renovations, and new construction. Project examples include:

**Facilities Building** – **edm** delivered a cost-effective design for this 11,000 SF facility, utilizing pre-manufactured metal building construction. The clean-lined, modern design features abundant daylighting to offices and workshops within an advanced, energy efficient enclosure. MEP design includes “green” features such as: high efficiency gas furnaces and cooling units, energy recovery ventilation, low water usage plumbing fixtures, and LED lighting.

**Fitness Center** – Renovations to replace an indoor pool with a new fitness center, running track, and athletic offices. At the Amsler Campus Center, **edm** partnered with MCLA on the repurposing of the existing pool area that had been underutilized for years, and infilled the pool to create a new fitness center and athletic training/teaching area and inserted a two-lane running track at the upper level of the existing two-story space.

**Campus Center Electrical Upgrade & HVAC Study** – The Amsler Campus Center required an HVAC upgrade. To meet their programming needs, the College wanted to provide air conditioning to spaces that were previously served with only heating and ventilation. The expanded air conditioning drove the electrical loads beyond the service capacity of the building and the utility power available. This peak demand only occurred for a very limited number of hours per year. **edm** was able to work with the Facilities Department and develop an innovative design to implement load shedding in order to meet programming needs while avoiding the cost of an expensive (if not impossible) infrastructure upgrade.

**MCLA, Murdock Hall Generator Replacement** – Design of a back-up power system for classroom/office.

**Centennial Room Reconfiguration** – Renovations to the food service stations and dining areas.

**Project Cost:** \$140,000 - \$2,100,000

**Year Completed:** 2014 - 2021

**Reference:** Bob Fortini, Assistant Director of Facilities  
(413) 662-5023, r.fortini@mcla.edu



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## University of Connecticut On-Call

Storrs, CT

**edm** currently has an on-call contract with the University of Connecticut and has worked on a range of campus projects. Project examples include:

- **Chemical Lab Air Conditioning, UConn Avery Point, Groton, CT** – Designed new variable refrigerant flow based air conditioning system to serve college chemistry lab.
- **Technology Incubator Program** – Renovations for lab and support space that include fume hoods, lab sinks and vacuum compressed air.
- **Beach Hall Science Lab** – MEP engineering for labs room 137/139.
- **UTEB & Engineering Buildings** – Chiller Water expansion; HVAC and electrical design associated with chilled water expansion.
- **C2E2 Lab** – State-of-the-art Additive Manufacturing Technology Lab for School of Engineering.
- **Whitney Dining Hall** – Renovation of a 5,000 SF dining facility. The roof will be replaced directly over the main dining area and reconfiguration of the HVAC in the dining hall.

**Project Cost:** \$50,000-\$2,850,000

**Year Completed:** 2014 - Ongoing

**Reference:** James Libby, Senior Project Manager  
860-486-8879  
james.libby@uconn.edu



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## Berkshire Community College - On-Call

Pittsfield, MA

**edm** has been working with Berkshire Community College since 2015. Project examples include:

- **Paterson Field House** - Study for HVAC and ventilation to the gymnasium, locker rooms and second floor office / athletic spaces. Project is using a combination of conventional packaged rooftop units, VRF (Variable Refrigerant Flow) minisplits and ERVs (Energy Recovery Ventilators) for fresh air.
- **Hoffman Environmental Center** - Replacement of heating boilers and domestic hot water heater.
- **Turf Field, Lighting and Grandstand** - **edm** provided project management services as well as architecture, structural and MEP engineering for the reconstruction of Athletic Field # 1 on the BCC campus. Project included the installation of a synthetic turf field surface, grandstand expansion, concession stand, scoreboard, improved field lighting and sidewalks for improved circulation.
- **Stanley Power Plant Machine Shop Conversion and Renovation** - Garage bay modification in order to lengthen the bay.
- **Concession Stand** - Design services for access deck for the concession stand building.
- **Courtyard Sidewalk** - Replacement of courtyard sidewalk.

### Disciplines

- Mechanical Engineering
- Plumbing & Piping Design
- Electrical Engineering
- Structural Engineering
- Code Consulting
- Architecture

### Services

- Programming
- Planning & Design
- Cost Estimating
- Construction Documents
- Bidding
- Construction Administration

Project Cost: \$50,000 - \$2,500,000

Year Completed: 2015-2022

Reference: Andrea Wadsworth, VP of Finance  
413-236-3001  
awadsworth@berkshirecc.edu

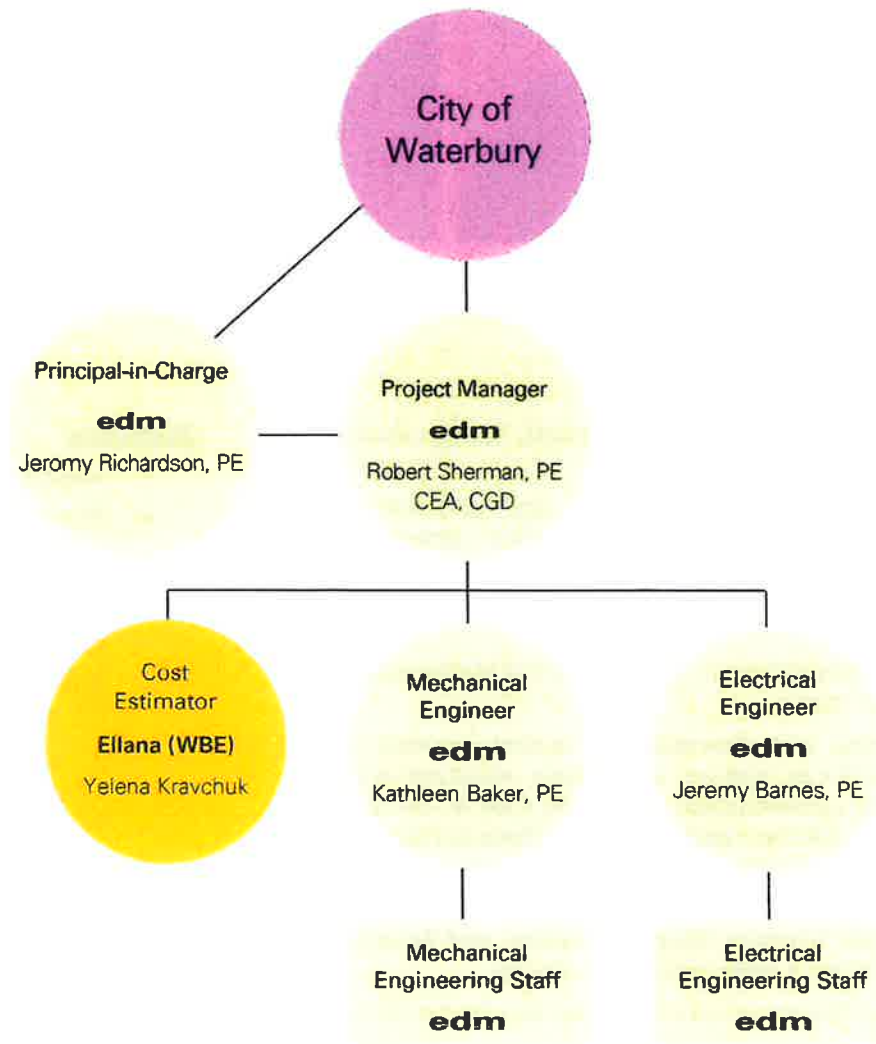


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# PERSONNEL LISTING

**edm** will act as Project Engineer of Record in the Project Manager role, providing all MEP/FP engineering services. We have teamed with **Ellana**, who will provide independent cost estimating services. We have teamed with Ellana on a number of projects together, including a number of MEP projects throughout New England. In addition to MEP engineering services, we also offer structural and architectural services in-house.



## CAPACITY

**edm** has the capacity to take on the Waterbury on-call. Our staff size is 37 employees. In the event we need to replace assigned personnel, we currently have 7 mechanical staff and 3 electrical staff with equivalent experience with the ability to perform comprehensive HVAC and mechanical systems assessment and design-engineering services for designated target facilities. **edm** can utilize additional staff as needed to complete multiple projects in the required time allotted by the City.



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## Jeromy Richardson, PE, CBO, MCPPO

### Principal-in-Charge

Jeromy is a Project Manager and Building Code Consultant with extensive knowledge of code requirements and engineering design. A Certified Building Official (CBO), he has 22 years of experience working for and directly with the municipalities in New England. Jeromy is a dedicated manager who oversees a wide range of engineering, building code and consulting projects at **edm**.

#### Education

AS - Engineering Berkshire  
Community College

#### Registrations

Connecticut  
Massachusetts  
New York  
New Hampshire  
Vermont

#### Certifications

MA State Certified Building  
Official  
ICC Certified Building  
Official  
Licensed Construction  
Supervisor  
ICC Building Inspector  
ICC Commercial Building  
Inspector  
ICC Residential Building  
Inspector  
OSHA 10

#### Years with edm

8

#### Municipal/Government Experience:

**City of Worcester On-Call - Worcester, MA**  
Various MEP projects

**City of Springfield Culinary & Nutrition Center - Springfield, MA**  
Renovation of 56,000 SF building for centralized food service support for Springfield Public Schools to produce and distribute 100,000 meals a day

**Brass City Charter School - Waterbury, CT**  
Adaptive Reuse Converting Church Complex into Elementary/Middle School Campus.

**City of Springfield Skills Technical Training Facility - Springfield, MA**  
HVAC systems design for 11,900 sf Skills Technical Training Facility

**GSA William R. Cotter Building - Hartford, CT**  
Engineering design and chiller replacement

**Town of Adams - Adams, MA**  
Memorial Middle School renovation, Community Center Study, Downtown Facade Improvement Program, Topia Theater

**University of Connecticut On-Call - Storrs/Groton, CT**  
Gant Physics Lab, Beach Hall Geosciences Lab, UTEB Eng II Chilled Water Expansion, Whitney Dining Hall

**Town of East Windsor - East Windsor, CT**  
Boiler replacement for middle school

**GSA Lee Courthouse - New Haven, CT**  
Boiler replacement for historic courthouse

**King School - Stamford, CT**  
HVAC design for STEM lab

**Town of Stockbridge - Stockbridge, MA**  
Project Manager for Town Offices HVAC System Replacement

**Southern CT Gas - Orange, CT**  
HVAC systems renovation.







## Robert J. Sherman, PE, CEA, CGD

### Mechanical Engineer

Bob has over 33 years of experience in the development, planning, engineering, design and construction administration of various Mechanical, Fire Protection, Plumbing, HVAC and Process Mechanical projects for institutional, industrial, government and private sector clients.

#### Education

BS - Mechanical  
Engineering, University of  
Massachusetts, Amherst

#### Registrations

Connecticut  
Georgia  
Maine  
Massachusetts  
New Hampshire  
New Jersey  
New York  
North Carolina  
Vermont

#### Certifications

Certified Energy Auditor,  
Association of Energy  
Engineers  
Certified GeoExchange  
Designer, Association of  
Energy Engineers

#### Memberships

ASHRAE, ASPE, NPSE

#### Years with edm

3



[www.edm-ae.com](http://www.edm-ae.com)

#### Relevant Experience:

##### City of Worcester On-Call - Worcester, MA

Various projects for K-12 schools to include - Goddard School boiler replacement;  
ALL School DHW tank replacement, Server Room AC replacement

##### Choate Rosemary Hall, Worthington Johnson Athletic Center - Wallingford, CT\*

Design of replacement central, natural gas-fired, hot water boilers; field survey of existing conditions; selected replacement boilers and developed construction document; oversaw drafting of construction drawings by others; prepared specifications along with field oversight of MEP systems during construction.

##### Berkshire Community College, Hoffman Environmental Center - Pittsfield, MA

Boiler Replacement

##### Glen Oaks Apartments – Wall, NJ

Designed fire protection, plumbing and HVAC systems serving new apartment complex including six three-story apartment buildings with a total of 120 apartments, a clubhouse and a maintenance and tenant storage buildings.

##### Hotchkiss School – Lakeville, CT

Buehler Hall, Wieler Hall, Tinker Hall dorm renovations. Designed new fire protection and replacement plumbing system serving school dorm with faculty apartments, provided oversight of HVAC design done by others and provided full bidding and Construction Administration support.

##### Smith College Lyman Conservatory - Northampton, MA

Building Assessment for school conservatory

##### Chemical Lab Air Conditioning, UConn Avery Point, Groton, CT

Designed new variable refrigerant flow based air conditioning system to serve college chemistry lab.

##### UConn MAA\*

Design of MEP system for a new approximately 10,000 sf. Hazardous material storage facility for the UConn Storrs campus. I developed an energy model for the project to support the LEED Silver application.

##### Berkshire Community College, Hoffman Environmental Center - Pittsfield, MA

Boiler Replacement

\*Denotes personal experience





## Kathleen Baker, PE

### Mechanical Engineer

Kathleen graduated from Rensselaer Polytechnic Institute with a degree in Mechanical engineering and has been working in plumbing and HVAC design for over 6 years. She has worked on mainly educational, commercial and residential projects, and is involved in helping develop and improve Revit processes and workflows.

#### Education

BS Mechanical Engineering  
- Rensselaer Polytechnic  
Institute

#### Registrations

Connecticut  
Wisconsin

#### Years with edm

1

#### Relevant Experience:

##### City of Worcester On-Call - Worcester, MA

Various projects for K-12 schools to include - Goddard School boiler replacement;  
ALL School DHW tank replacement, Server Room AC replacement

##### Berkshire Community College, Hoffman Environmental Center - Pittsfield, MA Boiler Replacement

##### Hotchkiss School – Lakeville, CT

Buehler Hall, Wieler Hall, Tinker Hall dorm renovations. Designed new fire protection and replacement plumbing system serving school dorm with faculty apartments, provided oversight of HVAC design done by others and provided full bidding and Construction Administration support.

##### Glen Oaks Apartments – Wall, NJ

Designed fire protection, plumbing and HVAC systems serving new apartment complex including six three-story apartment buildings with a total of 120 apartments, a clubhouse and a maintenance and tenant storage buildings.

##### BYK – Wallingford, CT

HVAC design for BYK Building

##### CT DAS On-Call - Various Locations in CT

UTES Interior Renovation, Stones Ranch

##### Inspire Daycare - Waunakee, WI\*

Designed a constant volume rooftop unit hvac system for a new construction daycare center.

##### Axis Hotel - Chicago, IL\*

Designed new plumbing systems for a remodeled hotel.

##### Senior Living and Memory Care, Various Projects - Various Locations, WI\*

Designed hvac systems for new construction assisted living and memory care projects. Systems included PTACS and VTACs for individual living units, and constant volume or variable volume rooftop units for common areas.

\*Denotes Personal Experience







## Jeremy Barnes, PE

### Electrical Engineer

Jeremy is an experienced Electrical Engineer with 14 years of experience. He specializes in highly technical complex projects and has worked on large data centers, university campuses, corporate headquarters and labs.

#### Education

BS Electrical Engineering -  
Union College

#### Registrations

Connecticut  
Massachusetts  
New Hampshire  
New York

Years with edm  
5

#### Relevant Experience:

##### **City of Worcester On-Call - Worcester, MA**

Various projects include - school fire alarm system upgrades; Woodland & Claremont Streets school emergency generator replacement; Library renovation; DCU convention center electrical system upgrades.

##### **Choate Rosemary Hall - Wallingford, CT**

Memorial House Feasibility Study

##### **Brass City Charter School - Waterbury, CT**

Adaptive Reuse Converting Church Complex into Elementary/Middle School Campus

##### **Springfield Public Schools- Springfield, MA**

Electrical systems design for Springfield Culinary & Nutrition Center.

##### **University of Connecticut On-Call - Storrs/Groton, CT**

Gant Physics Lab, Beach Hall Geosciences Lab, UTEB Eng II Chilled Water Expansion, Whitney Dining Hall.

##### **UMass, Amherst, Morrill Science Room 122/124 - Amherst, MA**

Design and renovation of two rooms into a single lab space

##### **Union College - Schenectady, NY\***

S&E Addition (Design of new Science and technology addition at Union College)

##### **CT DAS On-Call - Various Locations in CT**

Tunxis Community College Manufacturing Lab HVAC Upgrades; Three Rivers Community College HVAC Upgrades.

##### **GSA JFK Federal Building VARO Realignment - Boston, MA**

Phased interior renovations of 34,600 sf on the 15th and 16th floors for the Veteran Affairs

##### **MCLA Centennial Room - North Adams, MA**

Renovations to Dining Facilities

##### **UMass, Amherst, Morrill Science Room 122/124 - Amherst, MA**

Design and renovation of two rooms into a single lab space



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\*Denotes personal experience



**Yelena Kravchuk**  
**Senior MEP Estimator****Introduction**

Ms. Kravchuk has extensive experience in the construction and engineering industry. She has a wide range of project experience and is responsible for MEP estimate preparation from the conceptual through construction document phases, as well as coordination of MEP scopes and costs with the architectural trades. She is fully involved in value engineering sessions and project cost analyses, estimates, presentations, cost reconciliations, and negotiations.

**Education**

MS/Mechanical Engineering/Polytechnical University/Minsk, BL

**Certifications/Licenses**

MCACES MII Training/Project Time & Cost, Inc, Atlanta, GA

**Relevant Experience*****NYCSCA Term Contracts - 2007-2009; 2010-2012; 2013-2015; 2018-2020; 2021-2023, New York, NY***

As part of our on-call services contracts with the NYCSCA, cost estimating services were provided for over 100 projects for school buildings. Estimates prepared at the report phase, feasibility studies, 30%, 60%, and 100% construction- document submissions. Projects covered multiple NYCSCA schools, including renovation, infrastructure upgrades, new additions, ground-up construction, flood mitigation, private-public ventures. In the past two years we performed cost estimates for over 20 projects for the post-sandy immediate renovations and resiliency upgrades throughout all five boroughs.

***NYCSCA Pre-K Center Q398, Queens, NY***

This project involved providing cost estimating services for the ground-up construction of a new 5- story steel framed pre-kindergarten center Queens, NY. The project scope involved construction of a main entrance and classrooms at street level, classrooms and offices on the second and third, classrooms and a gym on the fourth, and mechanical, toilets, and playground on the roof.

***NYCSCA Q342 – Standalone Gym Annex at P.S. 81Q, Queens, NY***

This project involved providing cost estimating services for the proposed construction of a 6,000sf ground-up standalone gym annex at PS 81Q in Queens, NY. The project scope consists of the removal of the existing TCU, site removals and the new masonry building. The building housed the gymnasium, ADA complaint toilets, storage space, and offices. The sitework included new utilities, storm-water management, pavement,

sidewalks, curbs, fencing and landscaping, a playground, synthetic soccer field, and site lighting.

***NYCSCA East New York Family Academy, Brooklyn, NY***

This project involved providing cost estimating services to Marvel Architects for the proposed ground-up construction of an 88,000 gross square foot building in East New York. The New SCA School will accommodate 602 middle and high school students. The program scope consists of learning spaces, cafeteria, gym and natatorium, in addition science, art, library, music and administrative spaces. Of the four schemes estimate, the “Transverse Scheme” was selected and the estimate was updated at the schematic design stage. The sitework included new utilities, storm-water management, pavement, sidewalk, fencing and landscaping..

***PS X468 – 1302 Edward L. Grant Highway, Bronx, NY***

This project involves providing cost estimating consultant services for all phases of development for the new construction of a 5-story building with cellar PS X468. The estimate will be used to initiate fundraising for the cost of construction of the center.

***NYCSCA P.S. 28 – Bronx, Bronx, NY***

This project involves providing cost estimating consultant services for the full-program accessibility renovation of the existing school P.S. 28 in Bronx, NY. The estimate will be used to initiate fundraising for the cost of construction of the center.

Expansion: This project involves providing cost estimating services, including estimates preparation at all design milestone, alternative pricing for variety of building systems, and value engineering costing to meet project budget.



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**Yelena Kravchuk**  
**Senior MEP Estimator**

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***Carol Berkley School Feasibility Study, Brooklyn, NY***

This project covers a multi-phased renovation in which the school and two adjacent buildings will be renovated and conjoined to the existing structure. The renovation provides the proper space for the schools growth with the addition of several new classrooms, administration offices and support spaces.

***Hurricane Sandy Damage Assessment of SCA Buildings, New York City, NY***

This project involved providing cost estimating assistance during due diligence phase of the damages assessment and recommendation for repair of the SCA schools damaged during hurricane. Estimates were prepared for the immediate repairs to keep schools operations, and future provisions for future upgrades, rehabilitation and permanent repairs (mitigation options). The proposed repairs include major mechanical/electrical equipment replacement, civil work, architectural and structural repairs and upgrades. The project involves complete upgrade of the existing schools to implement flood mitigation measures to prevent damages from future storms. Estimates have been prepared for the report phase through the construction documents submission.

AJ Engineering: PS 105, 198, 253, 410, 101, 620, 180

Lilker Engineers: PS 90, 303, 188, 329

Bladykas Engineering: PS 195, 207, Beach Channel  
High School Shenoy Engineering: PS 276, 279, 12

Aecom: SCA Bureau of Supplies

***NYCSCA P.S. Q 018 Queens, Queens, NY***

This project involves providing cost estimating consultant services for the renovation of the existing school P.S. Q018. The renovation includes upgrading PLANYC boiler conversion and PLANYC climate control. The estimate will be used to initiate fundraising for the cost of construction of the center.

***West End Day School, New York NY***

This project involved providing cost estimating services for the interior and exterior renovation and expansion of a 4-story masonry building. The scope includes updating the compliance of the existing spaces, cellar floor expansion, 1st to 4th floor renovation and update of existing spaces.

***I.S. 372 Science Lab Upgrades, New York City, NY***

This project involves providing cost estimating services for I.S. 372 lab upgrades. The project scope covers demolition of the existing spaces, new interior finishes, new laboratory casework and energy efficient lab hoods. The MEP scope covers new plumbing fixtures in exam rooms, labs, toilet rooms, and staff areas. As well as modifying the existing HVAC system and associated ductwork. The electrical scope includes new light fixtures, power, voice/data outlets and ancillary electrical upgrades.

***NYCSCA Newtown High School - School Health Clinic, Queens, NY***

This project involves providing unit cost analysis for NYCSCA's interior and exterior renovation database. We focused on architectural, structural and site work renovations and improvements of school facilities. Unit prices were developed over the past 5 years with an escalation factor bringing all items to 2013 construction market cost. Our team approach was to bring costs to 2014 and analyze whether unit prices seemed appropriate for 2014 construction cost. Once all items were reviewed and unit cost changes were suggested, these items were delivered back to NYCSCA for approval.

***Pre-K Center K765, Brooklyn, NY***

This project involved providing cost estimating services for renovation of a building into a 16,002sf kindergarten center. The project scope included demolition of finishes, partitions, bathrooms and staircases from the cellar through to the 2nd floor. New construction included interior finishes and walls, windows, doors, bathroom specialties, classroom and office furnishings, a staircase and bulkhead from the 1st floor to roof, an outdoor playground area and various structural and MEP services.

***NYCSCA PS/IS 338K, Brooklyn, NY***

This project involves providing cost estimates for this new primary/intermediate school in the Coney Island. The 5-story, 106,000sf building with a one-level basement under accordance with current NYCSCA requirements. The design accommodates 700 students with the construction finishing in 2014.



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**Overview**

Incorporated in 1998, Ellana Construction Consultants is a certified Woman-owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) construction consulting firm providing four core services consisting of cost management, project controls, owner representation and professional training services to a wide range of A/E/C industry clients. We are also certified WBE through the Woman's Business Enterprise National Council (WBENC) and SBA's Women Owned Small Business (WOSB).

We serve clients locally and regionally via our offices in New York, New Jersey, Massachusetts, Washington D.C. and California. Through the combined experience of our firm and staff, our portfolio includes projects from not only the northeastern United States, but California, the Caribbean, and the United Kingdom to Africa, the Middle East and Far East. Our staff includes architects, engineers and construction experts poised to providing quality cost estimating, scheduling, administration and project cost control services at all stages of design and construction.

**Cost Management**

Cost certainty and control are essential for any construction project. Our approach to cost management involves safeguarding your interests at every stage of design, procurement and construction process by focusing our efforts on achieving the best project results. We ensure the design fully matches your needs and budget, as well as manage the cost and risk performance against targets and identify opportunities for improvement.

We identify the best method of directing and controlling your project, then collaborate with the entire team to establish the best delivery policy and define clear accountabilities and responsibilities from concept to close-out.

As part of our cost management process, we work with the team to identify, then address any potential risks or issues to provide solutions to any discrepancies or conflicts that arise. Our cost management services include:

- Construction cost estimating
- Value engineering exercises
- Constructability reviews
- Project schedule development
- Feasibility studies
- Work breakdown structure development
- Budget allocation and asset management
- Cost forecasting / trending
- Early warnings / mitigation
- Cash flow / accruals / value of work completed
- Contingency management
- Monitoring of commitments and expenditures
- Project forecasting/ reporting
- Independent reporting to project / finance partners
- Reconciliation / integration with financial reporting



# CONFLICT OF INTEREST

**edm** does not have any financial, personal, or other types of relationships which may pose a conflict of interest.





**2**



# QUALIFICATIONS

Per Section B - Qualifications:

1. **Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.**

Please refer to [Tab 1 - Relevant Experience](#).

2. **A proposer with a proven track record in providing these types of or similar services.**

Please refer to [Tab 1 - Relevant Experience](#).

3. **Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.**

Please refer to [Tab 1 - Personnel Listing & Capacity](#).

4. **Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.**

Please refer to [Tab 1 - Personnel Listing & Capacity](#).

5. **Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.**

**edm** has knowledge of the state's building and fire codes for a broad range of project types and sizes will be required to support the potential requirements of project types required by the scope of the On-Call Services Contract.

Jeromy Richardson is a licensed engineer and Certified Building Official with 20 years of experience with the code review and development of successful projects in the State of Massachusetts and the State of Connecticut, including projects with the University of Connecticut and the General Services Administration. His expertise includes building code proficiency and consulting for both existing buildings and new construction projects in accordance with all applicable codes and standards.

Other project types within the State that have utilized include Brass City Charter School, Litchfield County Regional Fire School, and various projects in the Town of East Windsor.







## SERVICES

### mechanical

- Fire Protection Systems
- Plumbing Systems
- HVAC
- Heating/Cooling Plants
- Data Centers
- Clean Rooms
- Waste Water Systems
- Feasibility Studies
- Existing Condition Assessments

### electrical

- Arc Flash Studies
- Control System Design
- Lighting Design
- Power Distribution
- Telephone & Data Systems
- Drive Systems
- Feasibility Studies
- Existing Condition Assessments
- Fire Alarm Systems

### structural

- Building Structural Design
- Building Structural Analysis
- Equipment Structures
- Failure Investigation
- Remedial Structural Design
- Existing Condition Assessments

### industrial

- Production System Design
- Labor Balancing Studies
- Project Financial Justification
- Production Efficiency Studies
- Long-range Production Planning
- Safety Audits
- Product Cost Reduction Studies
- Custom Machine Design

### process

- Process Flow Diagrams
- Energy & Mass Balances
- Process Optimization
- Piping Design
- Instrument Loop Sheets
- Control Systems Design

### architectural

- Programming
- Master Planning
- Site Evaluation & Selection
- Architectural Design
- LEED Administration
- Code Analysis / Update
- Interior Design
- Furniture & Equipment
- FF&E
- Feasibility Studies
- Existing Condition Assessments

### energy

- Energy Auditing (ASHRAE Level I, II, III)
- Building Energy Modeling (DOE-2)
- Peak Load Reduction Strategies
- Retro-Commissioning
- Energy Feasibility Studies
- Utility Rebate/Incentive Assistance
- Light Efficiency & Motor Surveys



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# PROPOSED SERVICES & WORK PLAN

**edm** is a multi-disciplinary architectural/engineering firm with a diverse team of architects, engineers, project managers, and staff with a broad range of experience across a wide range of industries and markets. Among our client base are various commercial, institutional, industrial, and municipal clients including the Connecticut Towns of East Windsor, Suffield, and Farmington, the Massachusetts City of Worcester, among others. Our strength involves working on renovation projects with existing occupied facilities. **edm** prides itself on being client driven in our approach to projects while delivering creative solutions based upon a technical expertise second to none. **edm** considers clients to be an integral part of every design team because only with the free exchange of information between all parties will you have a successful end result.

With licensed professional mechanical engineers staffed in our central Connecticut office we are well positioned to support the City for this effort. Typical services that have been provided before on similar On-Call efforts include:

- ♦ Assessments of condition of existing systems
- ♦ Design of replacement systems
- ♦ Expansion of existing systems to suit increased capacity needs
- ♦ Design of new systems
- ♦ Administration of construction of new/replacement systems

The first step on any project will be to meet with City of Waterbury staff and their representatives to clarify the goals, timeline, and budget constraints of the project. Following that meeting, **edm** will complete detailed surveys of the existing conditions specific to the project scope as they pertain to the existing HVAC and mechanical systems.

Based upon this initial information, **edm** will then work on the specifics of the project task. All design alternatives considered will include current IECC energy code requirements and presume that all the existing systems are properly sized and will be replaced with same capacity equipment, unless noted otherwise. After considering a variety of variables including cost, complexity, constructability, aesthetics, noise, etc., **edm** will determine our recommended alternatives. **edm** will then present the recommendations in the form of a basis of design narrative along with a preliminary opinion of probable construction costs to City staff and their representatives for review and comment.

Once design solutions have been agreed upon, **edm** will develop design documents as required by each task. **edm** anticipates holding minimum bi-weekly conference calls with City staff and their representatives during the design phases to update all parties on the progress of the project. The design will consist of drawings of existing system components to be demolished and drawings of existing system components to remain along with new system components to be installed or upgraded. **edm** will provide City staff and their representatives with an electronic copy (and hard copies, if requested) of the design submissions for review at strategic points in the process along with an updated opinion of probable construction cost, if requested. **edm** will subsequently meet with City staff and their representatives to review the various design submissions.

Following completion of the design, **edm** can provide bidding and construction administration support services on an as-needed basis for all projects.





# REQUIREMENTS OF THE BOE

We would anticipate having the involvement of a project manager to represent the interests of the City and provide project continuity and final decision-making authority with respect to maintaining project direction, budget and schedule.

Services that would be the responsibility of the City would include:

- Geotechnical Engineering
- Property Surveying
- Hazardous Materials Identification, Testing and Documentation
- Building Drawings





**3**





## hourly rates

architecture

engineering

management

### Architectural

Principal	\$	210.00 per hour
Director	\$	210.00 per hour
Architect III	\$	175.00 per hour
Architect II	\$	155.00 per hour
Architect I	\$	135.00 per hour
Designer II	\$	130.00 per hour
Designer I	\$	110.00 per hour
Interior Designer II	\$	130.00 per hour
Interior Designer I	\$	110.00 per hour

### Engineering

Principal	\$	210.00 per hour
Director	\$	210.00 per hour
Manager	\$	185.00 per hour
Professional Engineer III	\$	175.00 per hour
Professional Engineer II	\$	155.00 per hour
Professional Engineer I	\$	135.00 per hour
Engineer II	\$	145.00 per hour
Engineer I	\$	125.00 per hour
Designer II	\$	130.00 per hour
Designer I	\$	110.00 per hour

### Project Management

Project Manager III	\$	175.00 per hour
Project Manager II	\$	155.00 per hour
Project Manager I	\$	135.00 per hour

### General

Support Staff	\$	70.00 per hour
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### Reimbursables

Reproductions and Shipping	Cost plus 15%
Consultants and Technical Support	Cost plus 15%
Transportation, Meals, and Lodging	Cost plus 15%
Auto Mileage	per IRS allowance

### Rates effective through December 31, 2022

The above rates are based on straight time work. Any client approved overtime for work in excess of eight (8) hours per day or forty (40) hours per week, and Saturday will be invoiced at 1.5 times the billing rate for each service category. Client approved overtime for Sunday and Holiday work will be invoiced at 2.0 times the billing rate for each service category.

Invoices for services are presented monthly. Accounts over 30 days are subject to a finance charge of 1.5% per month on unpaid balances.

pittsfield, ma

unionville, ct

troy, ny

888.336.6500

www.edm-ae.com



## Hourly Rates

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Senior Cost Manager	\$176./hr
Senior Estimator	\$159/hr
Estimator	\$133/hr



# LITIGATION INFORMATION

- a. Have you ever failed to complete any work awarded to you? **No**
- b. Have you ever defaulted on a contract? **No**
- c. Is there any pending litigation which could affect your organization's ability to provide these services? **No**
- f. Has your company ever had a contract terminated for cause within the past five years? **No**
- g. Has your company been named in a lawsuit related to errors and omissions within the past five years? **No**
- h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? **No**
- i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware? **No**

# EXCEPTIONS AND ALTERNATIVES

**edm** does not have exceptions to list at this time.

# QUALITY ASSURANCE & DISCIPLINARY ACTION

Please refer to the following page to view our Quality Control plan.

**edm** has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body.





# QUALITY CONTROL PLAN

The **edm** process for ensuring project quality is really quite simple. It is based on effective communication, active listening, and feedback as outlined in the Quality Control Process Chart below. We strive to facilitate and focus a collaborative, creative process which delivers results and yields unexpected solutions. Our Quality Control Program is central to this process and runs from design through construction. Delivering on technical accuracy, schedule, and budget is a priority. This Program is practiced every day and begins with the commitment and involvement of our entire team. First and foremost, we make sure that the appropriate professionals are assigned to meet the specific needs of a project. We then follow through with a set of established rules, procedures, and processes. The Program includes:

- ♦ Continuous communication with our clients including client reviews and approvals at milestones
- ♦ Regularly scheduled design team coordination meetings
- ♦ Adherence to proprietary **edm** Design and Quality Checklists for each discipline
- ♦ **edm** Standard Specifications edited specific to project
- ♦ Cost estimates developed by an independent cost estimator and verified by discipline leads
- ♦ Quality review by each discipline lead prior to design phase deliverables (30%, 60%, 95%)
- ♦ 3rd-party review (internal or external depending on project scale) of milestone submissions
- ♦ All comments from client, discipline and 3rd party reviews are recorded into a multi-disciplined annotated PDF **edm** Check Set which is shared continually among team members through the design process.
- ♦ During bidding and construction, the Program continues with involvement from all disciplines coordinated by our Project Manager. Our aim during construction is to team with the contractor, OPM and our client to create a healthy relationship conducive to successful completion of the project.

Central to the success of our Quality Control Program is the feedback loop. Our Program is informed by continuous input from our clients, design professionals, and construction personnel as projects are advanced. The main components of this loop are:

- ♦ Updating of the Design and Quality Checklists
- ♦ Updating of the Standard Specifications
- ♦ **edm** Lessons Learned Academy to share across disciplines the information learned on projects

Consultants - **edm** is a multi-disciplined A/E firm. As such, we have extensive experience collaborating amongst ourselves (architects and engineers). This in-house collaboration informs our teaming procedures with outside consultants, including Quality Control. First and foremost, we select the best consultants to join our team to meet the specific needs of a project. Our Project Manager then works with the consultant to incorporate them into the **edm** Quality Control Program. Like our in-house program, our consultant program includes:

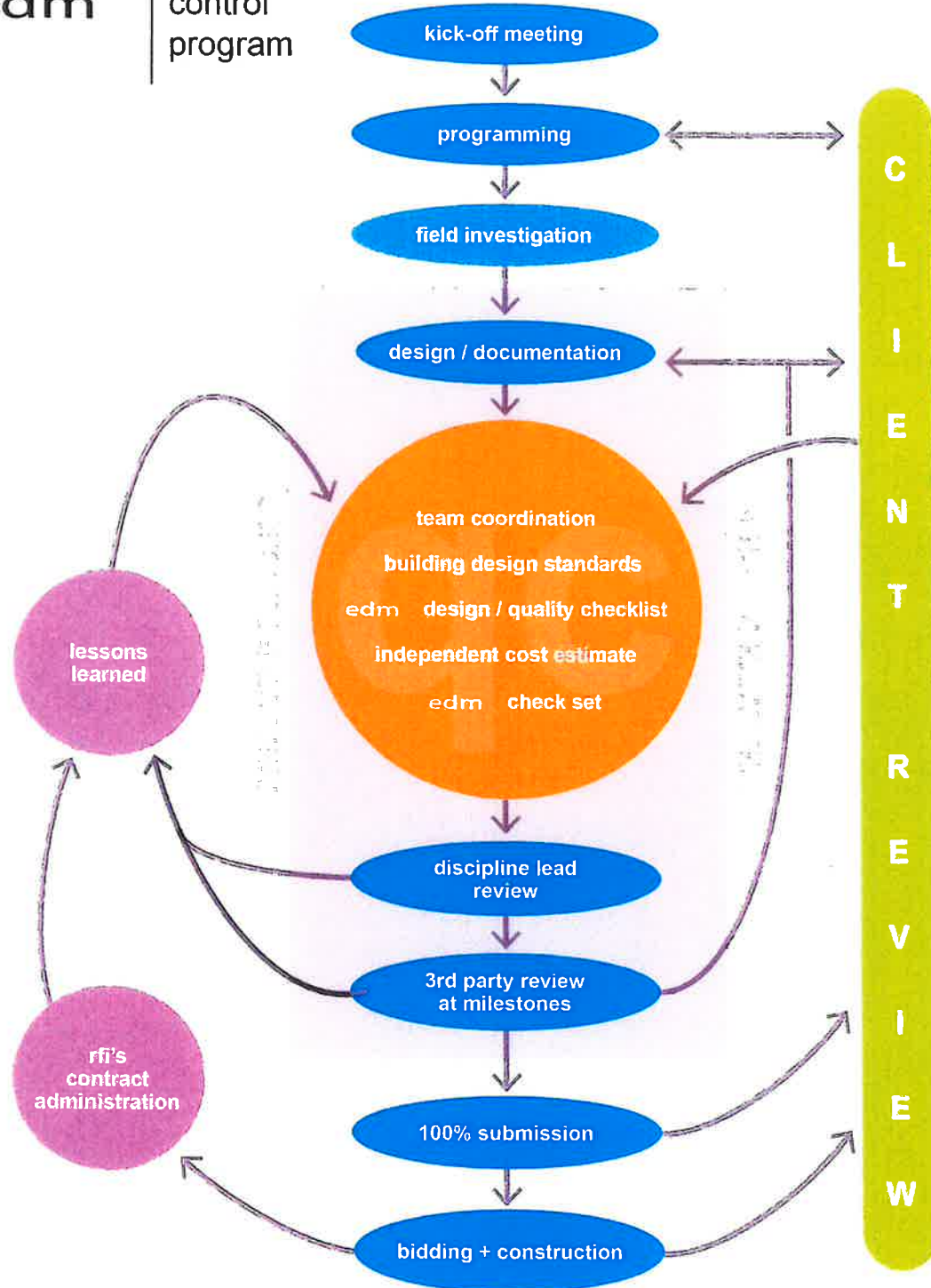
- ♦ Continuous communication with our clients including client reviews and approvals at milestones
- ♦ Regularly scheduled design team coordination meetings
- ♦ Quality review by the consultant's discipline lead prior to design phase deliverables. Comments from these reviews are recorded into the **edm** Check Set.
- ♦ Cost estimates developed by independent cost estimator and verified by discipline leads
- ♦ 3rd-party review of milestone submissions





edm

quality  
control  
program



edm  
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**4**



# LICENSES

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

**JEROMY A RICHARDSON**

25 Gilead Street  
ADAMS, MA 01220

has been certified by the Department of Consumer Protection as a licensed

**PROFESSIONAL ENGINEER**

License # PEN.0030946

Effective: 02/01/2022

Expiration: 01/31/2023

*Michelle Seagull*  
Michelle Seagull, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

**ROBERT J SHERMAN**

95 MERCIER AVE  
BRISTOL, CT 06010-3775

has been certified by the Department of Consumer Protection as a licensed

**PROFESSIONAL ENGINEER**

License # PEN.0029293

Effective: 02/01/2022

Expiration: 01/31/2023

*Michelle Seagull*  
Michelle Seagull, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

**KATHLEEN BAKER**

8 Gray Rd.  
South Windsor, CT 06074

has been certified by the Department of Consumer Protection as a licensed

**PROFESSIONAL ENGINEER**

License # PEN.0035024

Effective: 02/01/2022

Expiration: 01/31/2023

*Michelle Seagull*  
Michelle Seagull, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

**JEREMY BARNES**

26 LYON ST  
VALLEY FALLS, NY 12185-3438

has been certified by the Department of Consumer Protection as a licensed

**PROFESSIONAL ENGINEER**

License # PEN.0034102

Effective: 02/01/2022

Expiration: 01/31/2023

*Michelle Seagull*  
Michelle Seagull, Commissioner



**edm**

[www.edm-ae.com](http://www.edm-ae.com)



**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION**

This is your certificate of registration for your records. Such certificate shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. Questions regarding this certificate registration can be emailed to the Occupational & Professional Licensing Division at [dcp.occupationalprofessional@ct.gov](mailto:dcp.occupationalprofessional@ct.gov).

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. All renewal notifications and certificates will only be emailed to your last reported email on record. You can update your address and email address or print a duplicate certificate by logging into your account with your User ID and Password at [www.elicense.ct.gov](http://www.elicense.ct.gov). Visit our website at [www.ct.gov/dcp](http://www.ct.gov/dcp).

Mailing address:

**EDM ARCHITECTURE & ENGINEERING PC  
100 WEST STREET STE# 210  
PITTSFIELD, MA 01201**

Email on file to be used for receiving all notices from this office:

**[jrichardson@edm-aec.com](mailto:jrichardson@edm-aec.com)**

**STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION**

Be it known that

**EDM ARCHITECTURE & ENGINEERING PC**

**100 WEST STREET STE# 210  
PITTSFIELD, MA 01201**

has been certified by the Department of Consumer Protection as a registered

**JOINT PRACTICE**

Architecture: Yes    Landscape Architecture: No    Land Surveying: No    Professional Engineering: Yes

**Registration #: JPC.0000172**

**Effective Date: 05/01/2022**

**Expiration Date: 04/30/2023**

verify online at [www.elicense.ct.gov](http://www.elicense.ct.gov)



Michelle Seagull, Commissioner

869247



Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,  
DO HEREBY CERTIFY, that

EDM ARCHITECTURE & ENGINEERING, P.C.

a corporation incorporated under the laws of MASSACHUSETTS and transacting business in the state  
of Connecticut under the name

EDM ARCHITECTURE & ENGINEERING, P.C.

filed an application for certificate of authority to transact business in this office on June 11, 2018.

A certificate of withdrawal has not been filed, the corporation has filed all annual reports, and so far as  
indicated by the records of this office such corporation is authorized to transact business in Connecticut.



---

Secretary of the State

Date Issued: May 17, 2021





EDMSERV-01

AGROVER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2022

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

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

PRODUCER  
Berkshire Insurance Group a Division of Brown & Brown  
PO Box 4889  
Pittsfield, MA 01202

CONTACT NAME: Adrienne Grover

PHONE (A/C, No, Ext):

FAX (A/C, No): (413) 499-3918

E-MAIL ADDRESS: agrover@berkshireinsurancegroup.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Twin City Fire Insurance Company

29459

INSURER B: Sentinel Insurance Company

11000

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED edm architecture & engineering, p.c., edm Services, Inc., edm CT, Inc.  
& Engineering & Architectural Design, DPC  
100 West Street  
Suite 210  
Pittsfield, MA 01201

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			08SBAAE0916	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08SBAAE0916	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBAAE0916	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			08WECAE2Z5Y	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

\*\*\*For Informational Purposes Only\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adrienne M. Grover





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2021

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

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

<b>PRODUCER</b> AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370		<b>CONTACT NAME:</b> Jim Ledbetter <b>PHONE (A/C, No, Ext):</b> 360-626-2019 <b>E-MAIL ADDRESS:</b> jim.ledbetter@assuredpartners.com <b>FAX (A/C, No):</b> 360-626-2019	
<b>INSURED</b> edm architecture & engineering, p.c. 100 West Street, Suite 210 Pittsfield MA 01201		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> RLI INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13056	

**COVERAGES**

CERTIFICATE NUMBER: 1658477047

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			RDP0044465	8/25/2021	8/25/2022	\$1,000,000 Per Claim \$2,000,000 Aggregate Retroactive Date January 1, 1988

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured Status is not available on Professional Liability Policy.

**CERTIFICATE HOLDER****CANCELLATION**

For your information

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Matthew L. Copus*



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

edm architecture & engineering, pc  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

3/28/2022  
Date

Jeromy Richardson, CEO  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒



City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

edm architecture & engineering, pc  
45 South Main Street, 2nd Floor  
Unionville, CT 06085

Print Name and Title of Authorized Representative:

Jeromy Richardson, CEO

Signature of Authorized Representative:

Date: 3/28/2022



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Massachusetts

SS.: 042998750

County of Berkshire

Jeromy Richardson, CEO, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** edm architecture & engineering, pc (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 none				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 none				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 none		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Jeromy Richardson	CEO		32.143%
2	John Ineson	Clerk		32.143%
3	Tim Eagles	Vice President		35.714%
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1	NONE				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	NONE		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )  
\_\_\_\_\_) SS  
County of \_\_\_\_\_ )  
\_\_\_\_\_ being duly sworn,  
Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

Witness

Address of Business

Affix  
Corporate  
Seal



56



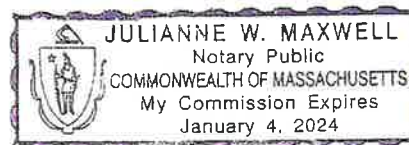
**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

State of Massachusetts )  
 ) SS  
County of Berkshire )

Jeromy Richardson being duly sworn,  
deposes and says that he/she is CEO of edn architecture & engineering, pc and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 28 day of March 2022.

My Commission Expires: 01/04/2024 Julianne W. Maxwell (Notary Public)





## ATTACHMENT C

**KEVIN MC CAFFERY**  
**DIRECTOR OF PURCHASING**  
**235 GRAND STREET, ROOM 103**  
**WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

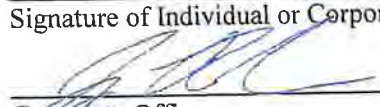
1	<u>3/21/2022</u>	4	_____
2	_____	5	_____
3	_____	6	_____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

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

042998750  
Social Security Number  
or Federal Identification Number

edm architecture & engineering, pc  
Signature of Individual or Corporate Name

  
Corporate Officer  
(if applicable)

State of incorporation: Massachusetts

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Jeromy Richardson  
By: CEO (Title)  
Business Address: 45 South Main Street, 2nd Floor, Unionville, CT 06085  
(City, State, Zip Code)  
\_\_\_\_\_  
Phone: 860-339-6134  
Email: jrichardson@edm-ae.com  
Date: 3/28/2022



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





architecture

engineering

management

May 9, 2022

Kevin McCaffery  
The City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Dear Mr. McCaffery,


This letter is in response to your recent inquiry in regards to a reduction in our rates.

After careful consideration, and **edm**'s interest in furthering our relationship with the City of Waterbury, we have agreed to provide a slight reduction in each category of our hourly rate schedule. Please see attached.

Thank you again for inviting **edm** into negotiations with the Selection Committee.

Please feel free to contact me at (413) 443-2374 should you have any questions or concerns.

Sincerely,



Jeromy A. Richardson  
Chief Executive Officer

pittsfield, ma

unionville, ct

troy, ny

888.336.6500

[www.edm-ae.com](http://www.edm-ae.com)





architecture

engineering

management

pittsfield, ma

unionville, ct

troy, ny

888.336.6500

www.edm-ae.com

## 2022 City of Waterbury Preferred Vendor Hourly Rates

### Architectural

Principal	\$	205.00 per hour
Director	\$	205.00 per hour
Architect III	\$	170.00 per hour
Architect II	\$	150.00 per hour
Architect I	\$	130.00 per hour
Designer II	\$	125.00 per hour
Designer I	\$	105.00 per hour
Interior Designer II	\$	125.00 per hour
Interior Designer I	\$	105.00 per hour

### Engineering

Principal	\$	205.00 per hour
Director	\$	205.00 per hour
Manager	\$	180.00 per hour
Professional Engineer III	\$	170.00 per hour
Professional Engineer II	\$	150.00 per hour
Professional Engineer I	\$	130.00 per hour
Engineer II	\$	140.00 per hour
Engineer I	\$	120.00 per hour
Designer II	\$	125.00 per hour
Designer I	\$	105.00 per hour

### Project Management

Project Manager III	\$	170.00 per hour
Project Manager II	\$	150.00 per hour
Project Manager I	\$	130.00 per hour

### General

Support Staff	\$	65.00 per hour
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### Reimbursables

Reproductions and Shipping	Cost plus 15%
Consultants and Technical Support	Cost plus 15%
Transportation, Meals, and Lodging	Cost plus 15%
Auto Mileage	per IRS allowance

### Rates effective through December 31, 2022

The above rates are based on straight time work. Any client approved overtime for work in excess of eight (8) hours per day or forty (40) hours per week, and Saturday will be invoiced at 1.5 times the billing rate for each service category. Client approved overtime for Sunday and Holiday work will be invoiced at 2.0 times the billing rate for each service category.

Invoices for services are presented monthly. Accounts over 30 days are subject to a finance charge of 1.5% per month on unpaid balances.



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Massachusetts

SS.: 042998750

County of Berkshire

Jeromy Richardson, CEO, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of edm architecture & engineering, pc (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 none				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 none				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 none		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Jeromy Richardson	CEO		32.143%
2	John Ineson	Clerk		32.143%
3	Tim Eagles	Vice President		35.714%
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1	NONE				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	NONE		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )  
\_\_\_\_\_) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**For Corporation**

\_\_\_\_\_  
Witness

Jeromy Richardson

\_\_\_\_\_  
Name of Corporate Signatory

100 West Street, Suite 210, Pittsfield, MA 01201

\_\_\_\_\_  
Address of Business



Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: CEO  
\_\_\_\_\_  
Title



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

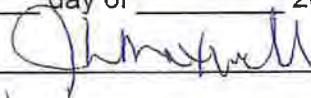
State of Massachusetts )

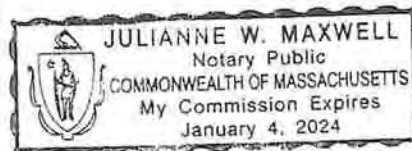
) SS

County of Berkshire )

Jeromy Richardson being duly sworn,  
deposes and says that he/she is CEO of edm architecture & engineering, pc and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 28 day of March 2022.

 (Notary Public)  
My Commission Expires: 01/04/2024





THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 6/1/2022

**To:** Margaret Cherubini  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

EDM Architecture & Engineering  
Jeromy Richardson  
John Ineson  
Tim Eagles  
100 West St., Suite 210  
Pittsfield, MA 01201

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



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[Login \(/admin\)](#)

- ☐ [3005 East Main Street \(/directions\)](#)
- ☐ [Waterbury, CT 06705 \(/directions\)](#)
- ☐ [Phone: 203-754-8107 \(.\)](#)
- ☐ [Fax: 203-757-2276](#)
- ☐ [info@go2antonios.com \(mailto:info@go2antonios.com\)](#)
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*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us***EXECUTIVE SUMMARY**

**Date:** May 31, 2022

**To:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members

**From:** Rosh Maghfour, Interim Chief Operating Officer

**Subject:** Master Professional Services Agreements for RFP #7208 for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with BL Companies CT, Inc.

The Education Department respectfully requests your review and approval of a Master Professional Services Agreement for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with BL Companies CT, Inc. for a period of one year with two one-year extension options.

The City has streamlined the process for obtaining needed school building HVAC and mechanical solutions assessment, design and engineering services by creating a master agreement for these services, which contains all the City's standard terms, conditions and 'boiler plate' language for each service, including rates of compensation and additional required language to comply with the American Rescue Plan Act (ARP) and the Elementary and Secondary Schools Emergency Relief (ESSERII) Fund.

The master agreement provides for the issuance of Task Orders which will be project specific and issued on an as-needed basis. Each Task Order will be on a project by project basis and will outline the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order will require the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

Thank you for your consideration.

Attachments (3): Agreement, Disclosure, Tax Clearance

c: Mike Konopka, Louis Muradas, Dave Heavener



**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 7208**

For  
School Building HVAC And Mechanical Solutions  
Assessment, Design And Engineering Services

between  
The City of Waterbury, Connecticut  
and  
BL Companies Connecticut, Inc.

THIS MASTER AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and BL COMPANIES CONNECTICUT, INC., located at 355 Research Parkway, Meriden, Connecticut, a State of Connecticut duly registered corporation (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7208 for school building HVAC and mechanical solutions assessment, design and engineering services; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7208; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project"); and

**WHEREAS**, the Contractor desires to undertake projects to be assigned by the City under the terms of this Master Agreement; and

**WHEREAS**, specific projects to be performed under the terms of this Master Agreement shall be assigned through Task Orders issued to the Contractor.

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with



any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1.** The Project consists of and the Contractor shall provide HVAC equipment and mechanical system assessments and development of comprehensive design-engineering solutions and bid specifications on designated aged Waterbury Public School buildings as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. Contractor shall also participate with the City in the development of Task Orders for each assigned project.

**Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** The City's solicitation documents, RFP No. 7208 (attached hereto)

**1.1.2** BL Companies Connecticut, Inc.'s revised Cost Proposal dated May 9, 2022 (attached hereto)

**1.1.3** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

**1.1.4** Certificates of Insurance, incorporated by reference

**1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

**1.1.6** All Required Licenses

**1.1.7** Required Contract Provisions ARPA Funded Projects

**1.1.8** All Task Orders to be issued to Contractor by City pursuant to this Master Agreement. (Contractor acknowledges that no Task Orders are appended as part of **Attachment A** at the time of signing and that any Task Orders issued will be appended and become part of **Attachment A** when issued.)

- 1.2.** The entirety of **Attachment A**, future Task Orders issued by City to Contractor and this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

**1.2.1** This Contract document.

**1.2.2** BL Companies Connecticut, Inc.'s revised Cost Proposal dated May 9, 2022 (attached hereto)

**1.2.3** The Task Order for each assigned project.

**1.2.4** The City's solicitation documents, RFP No. 7208.

**1.2.5** All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein



**1.3. Task Orders.** Task Orders under this Agreement will be assigned by the City for work to be performed by Contractor within the scope of services defined in this Master Agreement. The City, in the Task Order, shall define the project, a time for completion of the project including project milestones and the cost to complete the Project as determined in conformity with the pricing schedule of this Agreement. All deadlines established by the City shall be incorporated into Section 5 Contract Time of the Master Agreement as if fully set forth therein.

All Task Orders, when issued pursuant to this Master Agreement, shall be incorporated into this Master Agreement, made part hereof, and shall be subject to all terms and conditions set forth herein.

**2. Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City



property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.



**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.



**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Master Agreement shall be for a period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6) month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources.. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

**5.1.** Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**5.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first



seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

The compensation shall be paid in conformity with BL Companies Connecticut, Inc.'s revised Cost Proposal dated May 9, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. Further, each Task Order shall have a project cost based on the pricing of the revised Cost Proposal dated May 9, 2022.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 and capped at the project cost defined in the respective Task Order governing each assigned project. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.2. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor



shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.3. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7208 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.4. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees to the extent proximately caused by the Contractor's negligent delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be proximately caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may



be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said



Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate**

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each accident any auto, all owned and hired autos**

**9.4.3 Professional Liability Insurance: \$1,000,000.00 each wrongful act. \$1,000,000.00 aggregate limit**

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:**

EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence,**



**\$1,000,000.00** aggregate

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.



**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.



This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the



option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.



**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.



**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor. As it pertains to both Sections 13 and 14 above, the City agrees that if a claim arises from the City's reuse or modifications to the Instruments of Professional Services without Contractor's prior written consent, Contractor shall not be responsible for such claim and the City will indemnify and hold harmless Contractor from any losses or damages incurred by Contractor as a direct result of such claim.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.



**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.



**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment



amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7208** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7208**.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.



**29. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**30. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**31. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**32. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: BL Companies Connecticut, Inc.  
355 Research Parkway  
Meriden, Connecticut 06450

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision;



approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this



subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.



**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

WITNESSES:

BL COMPANIES CONNECTICUT,  
INC.

Sign:  \_\_\_\_\_

Print name: Justin Kababik

By:  \_\_\_\_\_

Rainer Muhlbauer, AIA

Its: Director of Architecture

Sign: \_\_\_\_\_

Date: May 31, 2022

Print name:



## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7208 (attached hereto)
2. BL Companies Connecticut, Inc.'s revised Cost Proposal dated May 9, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached



## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by



the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.



**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP#7208 for  
SCHOOL BUILDING HVAC & ASSOCIATED MECHANICAL SOLUTIONS  
ASSESSMENT, DESIGN & ENGINEERING SERVICES**

The Waterbury Board of Education is seeking qualified design/engineering firm(s) to provide assessments of existing legacy HVAC equipment and mechanical systems at designated school buildings in the District and to provide comprehensive design engineering solutions.

**A. Background**

The Board of Education (BOE) is the recipient of \$67 million in Pre-K, K-8 and Secondary School Emergency Relief (ESSER) funding being passed through the State Department of Education. The BOE anticipates a substantial portion of the ESSER funding will be appropriated by the Board of Education for upgrading and replacement of existing HVAC equipment and mechanical systems throughout the district. The BOE desires the development of comprehensive HVAC and associated mechanical solutions for each designated school building or school building complex. The selected firm(s) will be expected to perform assessments, develop comprehensive solutions and develop bid specifications in a compressed timeline due to established deadlines in place for the commitment and expenditure of the ESSER funds. The BOE additionally desires the development of comprehensive solutions, when practical, to fully maximize available energy incentives. The selected firm(s) will be tasked to facilitate the energy incentive applications, review and approval process.

The Board of Education engaged a firm last year that is nearing completion of a Long Range Infrastructure Facility Study. The Study provided a Facilities Condition Assessment (FCA) of all school facilities, resources, and technology infrastructure with respect to current and future condition and capacity. The subsequent Facilities Master Plan will identify priorities for repair, renovation, reconstruction or consolidation of the District's physical plants, including major HVAC systems and equipment. The successful bidder shall be provided the pertinent FCA Study in order to assist in targeting projects with the best cost/benefit profiles.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan



Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.

This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7208 package.

## **B. Qualifications**

Eligible proposers will be those individuals, firms, businesses, and companies that have the following qualifications:

1. Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.
3. A proposer with a proven track record in providing these types of or similar services.
4. Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.
5. Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.
6. Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.

## **C. Scope of Services**

The selected firm(s) will perform HVAC equipment and associated mechanical system functional assessments and develop comprehensive design plans and bid specifications and plans for the designated, target facilities in a compressed timeline. The selected firm(s) will establish regular progress communications with BOE representatives along with the BOE's designated ESSER Projects Oversight Manager and Technical Advisor. All parties will be involved with project concept & proposed solution evaluation prior to approval to proceed with development of bid specifications. It is anticipated that all services will be provided on a time & materials basis, in accordance with contractually established rates. It is possible that the BOE will engage one or more firms under an on-call master services contract arrangement in light of the compressed timelines for the commitment and expenditure of ESSER funds and anticipated bidder staffing resources. Table #1 below includes the school facilities that are first scope priorities, with other schools



to be potentially added to the scope during the term of the contract, including any option periods awarded.

Table #1

Name	Address	Grade Level	Square Footage	Construction
Crosby-Wallace Complex	300 Pierpont Rd.	6-12	398 ksf	1974
North End/Wilby Complex	534 Bucks Hill Rd	6-12	434 ksf	1978
Kennedy School	422 Highland Avenue	9-12	236 ksf	1964
West Side School	483 Chase Parkway	6-8	434 ksf	1976

#### **D. Agreement Period**

To be negotiated. A multiyear arrangement is anticipated, likely in the form of one-year commitment with subsequent one-year City held options.

The City will contractually reserve the right to cancel the contract at any time.

#### **E. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website (<http://procureware.com/waterbury>) and must be received **by 2:00 PM on March 18, 2022**. Prospective proposers must



limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury Procurement website by **2:00 PM on March 22, 2022**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

## **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the Board of Education's Chief Operating Officer or designee for the Board of Education.

## **G. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being



considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to staff the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines,



answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard Contract/Agreement language. See Attachment B.
15. Any contract resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and five **(5)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or thumb drive, must be received at the following address no later than **11:00AM on March 30, 2022**.

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their company's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.



1. Proposer Information: Please provide the following information:

- a. Company Name.
- b. Permanent main office address.
- c. Date company organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus along with a detailed description of proposed project lead(s) and support team.
- b. Summary of Relevant Experience. A listing of similar School Districts whereby the proposer has provided similar assessment and design-engineering services to in the past seven (7) years. For each, provide the organization name and the name, title, email address and telephone number of a responsible contact person.
  - For each, provide a summary overview of the project/services provided, duration of time, success of project/services provided and status of completion.
  - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. Identify the service team who would be assigned to provide the desired services. Include a resume for each detailing general and specific relatable experience for the services requested, professional education, certifications and years of service with the company. Describe the company's ability to replace assigned personnel with equivalent experience should a change be necessitated by the company or the BOE.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications, Work Plan and Other



- a. Qualifications. For each item listed in Section B- Qualifications, please describe your company's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed.
- b. HVAC & Mechanical Systems — Assessment and Design-Engineering Services. Please provide a detailed overview of your proposed services, capacity and all associated features and value added components.
- c. Work Plan. Please describe the anticipated work plan and approach to providing the requested services.
- d. Assigned Personnel. Provide a complete listing of key assigned person(s) by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- e. Requirements of the BOE. Please detail any and all requirements of the BOE.

4. Cost Schedule.

Provide an all-inclusive fixed hourly rate for each assigned position and support staff positions to be assigned or potentially to be assigned as part of providing the requested services.

Specifically identify any costs not included in the proposed hourly rate including but not limited to travel, lodging, meals, office supplies, software and hardware, etc.

Specifically identify percentage add-on (if any) for indirect labor costs if not included in proposed hourly rates.

Specially identify percentage add-on (if any) for profit if not included in proposed hourly rates.

Specifically identify percentage add-on (if any) for subcontracted work.

The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?



- c. Is there any pending litigation which could affect your organization's ability to provide these services? If so, please describe.
  - f. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.
  - g. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Quality Assurance & Disciplinary Action. Please provide an overview of your organization's system of quality control. Provide an affirmative statement that the company has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

## **I. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach & work plan along with the quality of the overall proposal and assigned program manager(s).
- b. Proposed hourly rates.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise,



capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

## **2. Selection Process**

The Waterbury Board of Education may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

### **J. Rights Reserved To The City**

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

### **K. Federal, State and Local Employment Requirements (Not Applicable)**

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

### **L. State Set-Aside Requirements (Not Applicable)**

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work



with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=180](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=180)

#### **M. Insurance**

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.



## **Attachment D**

### **Insurance Requirements**

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A- "VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

**General Liability:**                      \$1,000,000 each Occurrence  
    \$2,000,000 General Aggregate  
    \$2,000,000 Products/ Completed Operations Aggregate

**Auto Liability:**                         \$1,000,000 Combined Single Limit each Accident  
    Any Auto, All Owned and Hired Autos

**Workers Compensation:**        WC Statutory Limits  
    Employer Liability (EL)  
    \$1,000,000 EL each Accident  
    \$1,000,000 EL Disease each Employee  
    \$1,000,000 EL Disease Policy Limits

**Excess/Umbrella Liability:**        \$1,000,000 each Occurrence  
    \$1,000,000 Aggregate

**Professional Liability/E&O:**     \$1,000,000 each Wrongful Act  
    \$1,000,000 Aggregate

**Other Insurance Required:** Abuse/Molestation Liability Insurance: \$1,000,000 each Occurrence  
    \$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

**Employee Dishonesty/Crime:** \$500,000 per Loss



**Builder's Risk Insurance:**            \$1,000,000 each Occurrence

**Contractors Pollution Liability Insurance:**    \$1,000,000 each Claim  
   \$2,000,000 Aggregate Coverage

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.



KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**March 21, 2022**

**Bid: 7208**

**Project: School Building HVAC & Associated Mechanical Solutions Assessment,  
Design & Engineering Services**

**Question: Regarding the Professional Services Agreement, do we need to do anything with it at this time, or is this just included to show us what the agreement will look like if we are selected?**

**Answer:** Professional Service Agreement is a sample contract that will be used once firm(s) is selected.

**Question: In Section H.2.b of the RFP, it asks that we provide a list of any contracts or purchase orders between the proposer and any agency of the City of Waterbury from the last 3 years.**

**Does this include contracts with consultants of the City?**

**Answer:** Yes. Please list all the purchase orders that you have with the City for the last 3 years.

**Question: For example, if we are sub consultants to another firm contracted with the City, technically our agreement is with the Prime firm, not the City of Waterbury. Should we include that experience here as well or should we only include projects where we are directly contracted to the City?**

**Answer:** Please list only the projects/ contracts that you have with the City not the prime firms.

**Question: Both Sections H.2.c and H.3.d request resumes. To avoid duplication, is it acceptable to only include the full resumes in one section?**

**Answer:** Yes.

**Thanks**

**Kevin McCaffery**

**Director of Purchasing – City of Waterbury**





## REQUEST FOR QUALIFICATIONS

### City of Waterbury Board of Education

FP#7208 for SCHOOL BUILDING HVAC & ASSOCIATED  
MECHANICAL SOLUTIONS ASSESSMENT, DESIGN &  
ENGINEERING SERVICES

March 30, 2022

*employee owned. Client driven.*

\* | FL | MD | MA | NJ | NY | NC | OH | PA | RI | TN | TX







SECTION I	Proposer Information
SECTION II	Experience, Expertise, & Capabilities
SECTION III	Statement of Qualifications & Work Plan
SECTION IV	Information Regarding: Failure to Complete Work, Default, & Litigation
SECTION V	Exceptions & Alternatives
SECTION VI	Quality Assurance & Disciplinary Action Statement
SECTION VII	Cost Proposal
SECTION VIII	Forms



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**PROPOSER INFORMATION**

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# PROPOSER INFORMATION

PROPOSER INFORMATION	
FIRM NAME	BL Companies Connecticut, Inc.
PERMANENT MAIN OFFICE ADDRESS	355 Research Parkway Meriden, CT 06450
DATE FIRM ORGANIZED	1986
LEGAL FORM OF OWNERSHIP / WHERE INCORPORATED	Corporation / Connecticut
HOW MANY YEARS HAVE YOU BEEN ENGAGED IN SERVICES YOU PROVIDE UNDER YOUR PRESENT NAME?	36
NAMES, TITLES, REPORTING RELATIONSHIPS, AND BACKGROUND & EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION, INCLUDING OFFICERS.	Please see following pages.



## OFFICERS OF BL COMPANIES

BL Companies Connecticut, Inc. is an affiliate company of BL Companies, Inc. BL Companies, Inc. owns no ownership interest in BL Companies Connecticut, Inc. BL Companies Connecticut, Inc. is owned solely by licensed professionals as required by state statute. That being said, BL Companies Connecticut, Inc., is tied back to BL Companies, Inc. through voting control agreements, so we have provided officers for both.

### BL Companies Connecticut, Inc.

Derek Kohl, President  
Jennifer Marks, Vice President, Director  
Rainer Muhlbauer, Secretary

### BL Companies, Inc.

Carolyn Stanworth, President & CEO, Director  
Julia O'Brien, Vice President & Secretary  
Michael McGowan, Vice President

## PRINCIPALS OF BL COMPANIES

BL Companies has 60 principals across all divisions and disciplines. For the sake of brevity, details as to each Principal's reporting relationships, background, and experience are only provided for those in our Architecture Group which includes Architecture as well as Structural and MEP Engineering.

### Architecture Principals

- ▶ **NAME, TITLE:** Christopher Albino, Sr. Project Manager

**EDUCATION:** Bachelor of Science in Civil Engineering, Rensselaer Polytechnic Institute, 1990

**LICENSES/CERTIFICATIONS/TRAINING:** Professional Engineer: Alabama, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin; Canada: Alberta, British Columbia, Ontario

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** Mr. Albino is a Structural Engineer with more than 31 years of experience that covers a broad range of projects in the public and private sectors. He has been involved in the structural design of numerous retail, industrial, municipal and residential buildings. Additionally, Chris is experienced in project management, photovoltaic design, site design, roadway design and geotechnical investigations.

- ▶ **NAME, TITLE:** Michael Bensch, Principal Engineer

**EDUCATION:** Master of Business Administration, University of Connecticut, 2000, Bachelor of Science - Electrical Engineering, New Jersey Institute of Technology, 1992

**LICENSES/CERTIFICATIONS/TRAINING:** Professional Engineer: Arizona (Electrical), California (Electrical), Colorado, Delaware, Georgia, Iowa, Kansas, Maryland, Massachusetts (Electrical), Missouri, Nevada (Electrical), New Hampshire, New Jersey (Electrical), North Carolina, Oklahoma, Rhode Island (Electrical), South Carolina, Tennessee, Texas, Vermont (Electrical)

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** Michael Bensch has over 30 years of experience in electrical systems design for numerous building types including warehouses, office buildings, schools, self-storage facilities, hospitals, industrial facilities, retail properties, apartment buildings (dwelling units), manufacturing facilities, data centers, etc. Michael has expertise in all areas of building electrical design including: electrical service sizing/calculations; medium-voltage, pad-mounted distribution switches/fuses; radial-fed, medium-voltage primary, pad-mounted, liquid-cooled transformers; underground infrastructure and duct-bank systems; 480V and 208V, 3ph-4w electrical service-entrance switchboards (multiple services per building in many cases); life-safety and optional load stand-by systems including generator(s), ATS(s), and any required distribution panels; legally-required stand-by systems including generator(s), ATS(s), and motor control center(s) for smoke exhaust and stair pressurization systems; three-phase, central battery inverter systems for life-safety egress lighting; power distribution; hydrogen refueling stations for the forklifts (Class I, Division 2 areas); high-bay, LED lighting with photo-metrics calculations; electrical busway systems for HVAC units and other mechanical equipment power; receptacle and lighting branch circuitry; lighting controls incorporating day-light harvesting, occupancy sensors, and other energy efficient controls; MDF room power and grounding; lightning protection; material handling equipment power; voltage drop calculations for feeders and branch circuits; available short-circuit current calculations for all equipment; emergency egress lighting to meet NFPA 101 Life-Safety code requirements; grounding; fire alarm systems; other low-voltage systems/cabling; site lighting (parking lot, pathway, roadway, building accent), writing all required division 26 and 28 specifications; and construction administration support.

Prior to becoming a degreed engineer, Michael received extensive hands-on training working as an electrical contractor throughout the Northeast. This experience has provided him with the ability to visualize how buildings are constructed while in the design process, to help limit conflicts in the field and constructability issues.

As Principal Electrical Engineer at BL Companies, Michael's duties include: electrical power and lighting design; supporting HVAC and P/FP engineers; fire alarm design; proposal writing; specification writing; interview participation; construction administration; the supervision of engineers and designer's daily activities; and estimating.



# PROPOSER INFORMATION

► **NAME, TITLE:** Robert Celata, Executive Director of Architecture

**EDUCATION:** Graduate of Porter School of Architecture and Civil Design, Advanced HVAC Design, New England Technical Institute

**LICENSES/CERTIFICATIONS/TRAINING:** Connecticut Certified Energy Auditor

**REPORTING RELATIONSHIPS:** Reports to Carolyn Stanworth, President & CEO

**BACKGROUND & EXPERIENCE:** Mr. Robert Celata is the Executive Director of Architecture and Building Engineering with over 42 years of experience in building design and construction oversight of retail, commercial, residential, education, public facilities, healthcare, transportation infrastructure and utility infrastructure facilities. As Executive Director of Architecture and Building Engineering, he is responsible for the management / operations and technical oversight of the division that provides design services for architecture, MEP and structural engineering to assure performance standards and clients' expectations are met.

Mr. Celata has a proven ability to work closely with clients in the areas of project management, problem solving, design, quality control, safety and construction oversight. His experience allows him to effectively facilitate communication to all levels of an organization. He has an innate ability to work closely with clients and in a multi-disciplinary environment allows him to manage the investigative process and assist in problem solving.

Mr. Celata's expertise in the areas of construction, mechanical, electrical, plumbing and fire protection design provides the skills required to perform thorough investigative analysis and examinations in electrical, mechanical and reconstruction investigations. He has served as expert witness, forensic engineering in mechanical, electrical, HVAC, plumbing, security, fire alarm and fire sprinkler systems in numerous buildings and projects.

► **NAME, TITLE:** Katie Dewar, Sr. Project Manager

**EDUCATION:** Bachelor of Fine Arts, Interior Architecture, Rhode Island School of Design, Providence, RI

**LICENSES/CERTIFICATIONS/TRAINING:** NCIDQ

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** Katie has over 10 years of experience in architectural and interior design and interior design project management. Katie has expertise in programming for clients of all types and excels at developing successful communications between the design team and the client. She has used this skill to bring multiple projects from early conception to completion. Katie is adept at listening to client needs and bringing these to fruition in a design concept. Katie has worked with projects in all phases of architecture and interior design, including the permitting process and has been able to work with private clients to obtain permits in many difficult urban jurisdictions. As a Senior Project Manager at BL Companies, Katie's responsibilities include working on all aspects of a project including client interaction, programming, design, building services coordination, construction documentation, construction administration and project closeout.

► **NAME, TITLE:** Kelly Hwang, Sr. Project Manager

**EDUCATION:** Bachelor of Architecture, Syracuse University, 1992

**LICENSES/CERTIFICATIONS/TRAINING:** Registered Architect: New Jersey, New York

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** Kelly Beaudreau-Hwang is a registered architect and LEED accredited professional with 28 years of experience in architectural design, construction documents, consultant coordination and construction administration. Kelly has expertise in the areas of industrial warehouse, civic work, higher education, commercial interiors, and senior living. As project architect at BL Companies, Kelly's responsibilities include working on all aspects of a project including client interaction, programming, design, building services coordination, construction documentation, construction administration and project closeout.

► **NAME, TITLE:** John Jenney, Sr. Construction Manager

**EDUCATION:** Southern Connecticut State University, BS - Business Administration – 1991, University of New Haven, Mechanical Engineering

**LICENSES/CERTIFICATIONS/TRAINING:** Confined Space Entry (2017), Certified Construction Contract Administration

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** John has worked in the design and construction industry for the past 37 years, having experience with diverse types of construction including institutional, commercial and industrial buildings, residential housing, manufacturing processes, mechanical systems, fire suppression systems, building controls and site work. John has expertise in the areas of building design, building construction, and construction contract administration, with a focus on the implementation of the design during the construction phase. Having previous experience as an Owner and Contractor, John is able to use that experience to work with the Client and Contractors to ensure the successful execution of the project from design through construction and closeout. As Senior Construction Coordinator at BL Companies, John works with the technical staff during the design phase to ensure that the final design package is complete and of the high quality that we strive for here at BL Companies. During construction, John is



# PROPOSER INFORMATION

responsible for the administration of the construction contract from award through closeout, providing on-site review of the work to ensure that it conforms to the contract documents and is of the quality expected by the client.

Prior to joining BL Companies, John worked at Fletcher Thompson, Inc., an Architectural/Engineering Firm, as Principal and Manager of Construction Support Services where his responsibilities included oversight of construction support staff, interpretation and enforcement of contract documents, monitoring and maintaining quality control processes, and quality control review of construction documents. In addition, John provided construction phase support on multiple projects and third-party construction loan support to select clients. As Construction Support, John was responsible for construction phase interaction with the Contractor and Client on behalf of the design team, developing responses to Requests for Information, review of shop drawings in support of the technical staff, review of in-place work to ensure conformance to the Contract Documents and Building Code compliance, dispute resolution, and coordination of design support with outside consultants. Prior to serving as Manager of Construction Support Services, John served as a Senior Construction Support Specialist for five years, where he was responsible for construction phase design support and field work. Prior to his employment at Fletcher Thompson, John served as a Project Manager and Construction Coordinator in Facilities Engineering at Sikorsky Aircraft where he was responsible for the development of appropriations for capital project funding, procurement of outside consultants for Architectural and MEP design support, development of bid packages, monitoring and maintenance of project budgets, and monitoring of all construction activities to ensure conformance to the Contract Documents, Building Codes and corporate standards.

► **NAME, TITLE:** Barbara Joslin, Sr. Project Manager

**EDUCATION:** Bachelor of Architecture, Roger Williams University, Bristol, Rhode Island, 1987

**LICENSES/CERTIFICATIONS/TRAINING:** Registered Architect: Arizona; British Columbia, Canada; Colorado; Connecticut; Delaware; Florida; Georgia; Hawaii; Idaho; Illinois; Kansas; Louisiana; Massachusetts; Michigan; Minnesota; Mississippi; Montana; Nevada; New York; North Carolina; North Dakota; Ohio; Ontario, Canada; Rhode Island; Texas; Utah; Washington; Wisconsin; NCARB Certified; LEED AP

**REPORTING RELATIONSHIPS:** Reports to Rainer Muhlbauer, Director of Architecture and Project Development

**BACKGROUND & EXPERIENCE:** Ms. Joslin is a registered architect and LEED accredited professional with over 30 years of experience in architectural design, project management, and interior design. Barbara has expertise in the management of large scale industrial, storage and warehouse facilities ranging from 100,000 SF to over 3 million SF. She is responsible for the program management for the Amazon client to BL for whom we do hundreds of projects yearly with millions of dollars of revenue. Barbara is licensed in 26 states and has completed projects in more than twenty states to date.

Barbara also has expertise in the design of public and academic libraries. She has a portfolio that includes K-12 education projects, higher education, commercial and hospitality projects. Barbara has attended and spoken at national and international library conferences including a BOBCATSSS Conference in Ankara, Turkey, where she hosted an informational track on "Lessons Learned from Designing a Woman's University Library in Saudi Arabia."

With proven experience managing multiple, complex, multi-million-dollar projects from inception to construction completion and closeout, Ms. Joslin is a skilled communicator, leader and team builder. She is adept at designing as well as negotiating directly with consultants and design team members, coordinating the disciplines and handling project issues that may arise. She serves as a mentor to peers and team members.

► **NAME, TITLE:** Justin Kababik, Director of MEP Engineering

**EDUCATION:** Bachelor of Science in Mechanical Engineering, Syracuse University, 1998

**LICENSES/CERTIFICATIONS/TRAINING:** Professional Engineer: Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wyoming, Wisconsin, Professional Engineer Canada: British Columbia, Alberta, Ontario, LEED Accredited Professional

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** Justin is the Manager of Mechanical, Electrical, and Plumbing/Fire Protection Engineering, in the Architecture and Building Engineering department, Justin leads the 6 team, 40+ member group of Mechanical, Electrical and Plumbing Engineers. With over 23 years of experience in HVAC/Mechanical Engineering, his experience includes all phases of design, from preliminary concepts through construction administration. Including working with both internal and external clients and coordination with all design disciplines. He has expertise in the areas of Telecommunications, Data Centers, Medical/Healthcare, K-12 Schools, Higher Education, Retail, Commercial, Warehousing and Research. As a licensed Professional Engineer in nearly all the US states and several Canadian Provinces, he has served as the Engineer of Record while focusing on customer service and exceeding our clients' expectations, while establishing and maintaining the MEP design standards and providing vision to the group.

In addition to his engineering endeavors, Justin has served on the Board of Advisors for the Wheeler Family YMCA in Plainville, CT and assists in their facility maintenance, since 2018.



# PROPOSER INFORMATION

► **NAME, TITLE:** David Mancuso, Principal Architect

**EDUCATION:** Hartford State Technical College

**LICENSES/CERTIFICATIONS/TRAINING:** Registered Architect: Arkansas, Connecticut, Kentucky, Louisiana, North Carolina, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Wisconsin

**REPORTING RELATIONSHIPS:** Reports to Kelly Hwang, Sr. Project Manager.

**BACKGROUND & EXPERIENCE:** David has over twenty-five years of experience in architectural design and project management. David has expertise in the areas of commercial & industrial design, multi-tenant retail design as well as building code and life safety analysis. As Principal Project Architect at BL Companies, David has a proven track record taking multi-million dollar projects from initial client contact through construction closeout.

► **NAME, TITLE:** Rainer Muhlbauer, Director of Architecture

**EDUCATION:** Bachelor of Technology in Architecture, Ryerson Polytechnic Institute, 1980; Syllabus Design Program, Royal Architectural Institute of Canada, 1982; Master of Architecture, University of Michigan, 1985

**LICENSES/CERTIFICATIONS/TRAINING:** Registered Architect: AR; AZ; CT; DC; DE; FL; MA; MD; ME; MI; NH; NJ; NY; OH; PA; RI; SC; TN; VT; VA; WV, Canada: AL, BC, ON, Registered Interior Designer: CT, National Council of Architecture Registration Boards (NCARB)

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** Mr. Muhlbauer is the Director of Architecture at BL Companies with over 40 years of experience in the field of architecture working with federal, state, municipal and private clients. His experience includes services in all phases of project development from pre-design through construction administration on project types including higher education, retail, commercial and residential. He is responsible for business development, client care and assisting with operations for the division and continues to apply his extensive project experience through oversight of design, production, construction administration, development of project budgets and contract negotiation. In addition, Mr. Muhlbauer leads the business development team in the Northeast region for the retail, commercial and residential markets.

► **NAME, TITLE:** Christen Robbins, Sr. Project Manager

**EDUCATION:** Bachelor of Architecture, Roger Williams University, 2006, Master of Business Administration, Post University, 2021

**LICENSES/CERTIFICATIONS/TRAINING:** Registered Architect: Rhode Island (2011), NCARB, USGBC LEED AP BD+C

**REPORTING RELATIONSHIPS:** Reports to Robert Celata, Executive Director of Architecture.

**BACKGROUND & EXPERIENCE:** Christen has 15 years of experience in Architecture and Project Management. Christen has expertise in the areas of higher education, hospitality, healthcare, and commercial industries. As Project Manager at BL Companies, Christen's responsibilities include overseeing and managing the entire project delivery process to ensure a quality project is delivered meeting the Client's design requirements, on time and on budget.



## **Environmental, Engineering, Land Surveying, & Corporate Principals**

Mina Almengor, Director, Human Resources, Corporate  
Barbara Barnberg, Financial Analyst, Corporate  
Jessica Bates, Principal Engineer, Engineering  
Michael Beardsley, Sr. Project Manager, Environmental  
Karen Benoit, Controller, Corporate  
Robert Blickley, Sr. Manager of Project Development, Engineering  
Bret Boudreaux, Director of Recruiting & Talent Management, Corporate  
Richard Bracco, Sr. Project Manager, Survey  
Matthew Bruton, Regional Manager of Land Development, Engineering  
Al Busher, Principal Engineer, Engineering  
Robert Cappelli, Sr. Project Manager, Survey  
Michelle Carlson, Director of Land Development, Engineering  
David Cicia, Principal Engineer, Engineering  
Patrick Corless, Jr., Sr. Project Manager, Survey  
Paul Curcio, Sr. Project Manager, Engineering  
Adam Dawidowicz, Sr. Project Manager, Engineering  
Kathy DeVito, Director of Accounting Operations, Corporate  
Michael Dion, Sr. Project Manager, Engineering  
Jessica Fasi, Sr. Marketing Manager, Corporate  
Michael Fisher, Sr. Project Manager, Engineering  
Bill Fries, Director of Project Development, Engineering  
Nicholas Giardina, Director of Engineering, Transportation, & Public Infrastructure  
Heather Halotek, Executive Director of Marketing & Corporate Communications  
Thomas Hamilton, Director of Energy Engineering  
Samuel Haydock, Manager of Project Development, Environmental  
Mark Heeb, Manager of Project Development, Engineering  
Kevin Hixson, Sr. Project Manager, Engineering  
James Jones, Sr. Project Manager, Engineering  
Kestra Kelly, Sr. Project Manager, Engineering  
Susan Knecht, Manager of Billing & Payroll, Corporate  
Mark Koellner, Executive Director of Project Development, Corporate  
Derek Kohl, Executive Director of Engineering  
Jose Lazo, Sr. Project Manager, Engineering  
John Mancini, Executive Director of Project Development, Corporate  
Jennifer Marks, Executive Director of Land Surveying  
Ian McPhillips, Sr. Project Manager, Engineering  
Michael Nuzzi, Principal Engineer, Engineering  
Julia O'Brien, VP & General Counsel, Corporate  
Michael O'Brien, Sr. Project Manager, Engineering  
David Parent, Director of IT, Corporate  
Thomas Pechillo, Sr. Project Manager, Engineering  
Danilo Salameda, Manager of Project Development, Engineering  
Aaron Silva, Sr. Project Manager, Environmental  
Donald Smith, Sr. Project Manager, Survey  
Carolyn Stanworth, President & CEO, Corporate  
John Thatcher, Sr. Project Manager, Environmental  
Jennifer Usher, Sr. Project Manager, Engineering  
Bradley Wolf, Executive Director of Environmental Services  
Kenneth Yoder, Sr. Project Manager, Environmental



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**EXPERIENCE, EXPERTISE, & CAPABILITIES**

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## PHILOSOPHY STATEMENT

BL Companies has successfully completed similar projects for other Connecticut public schools either directly under similar on-call contracts or on stand-alone projects. We are thoroughly familiar with all requirements and City expectations and can immediately step in to become a valued resource to the City of Waterbury and the Waterbury Board of Education.

For a consulting firm to be a truly valuable resource to the City and successfully complete the required work, it must possess several key attributes. Responsiveness is critical. From our Meriden office, we can quickly assemble an in-house team of professionals to assess the needs of a given project and respond in minimal time to expedite project delivery. A consulting firm must possess the size and flexibility to complete the assignments under tight schedules.

BL Companies' headquarters in Meriden is home to more than 150 professionals, and is the largest employee owned A/E firm in the State. BL Companies professionals engage daily with a host of in-house disciplines and outside stakeholders, expanding their understanding of all aspects of project development which makes us better professionals, and better able to serve our clients. Understanding of the assessment and design process enhances our ability to identify project challenges, feasible alternatives, and the constructability/effectiveness of potential solutions. This will result in a thorough, well thought out, and effective response for the tasks at hand.

BL Companies possesses the management capacity to provide these services with well-coordinated supervision, maintaining consistency with product quality and project schedules. BL Companies has developed management procedures and quality control and quality assurance policies to assure this is always the case. We are confident we can successfully deliver good quality reviews within schedule and reasonable budget to the City.





BL Companies, an employee-owned firm, is a leader in delivering high-quality, integrated architecture, engineering and related services to public and private clients for land development, building design, and infrastructure projects.

Founded in 1986 as a small transportation planning and civil engineering firm, BL Companies has grown to become a leading multi-discipline firm sought for our quality, creativity and expertise in producing successful project outcomes. We are dedicated to total client satisfaction. Our success is founded in our employee owners and a culture that inspires, challenges and insists on nothing short of professional excellence.

Consistently listed in the Top 500 Design Firms in the country by Engineering News-Record, BL Companies has offices in twelve states, including Connecticut, Florida, Maryland, Massachusetts, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Tennessee, and Texas.

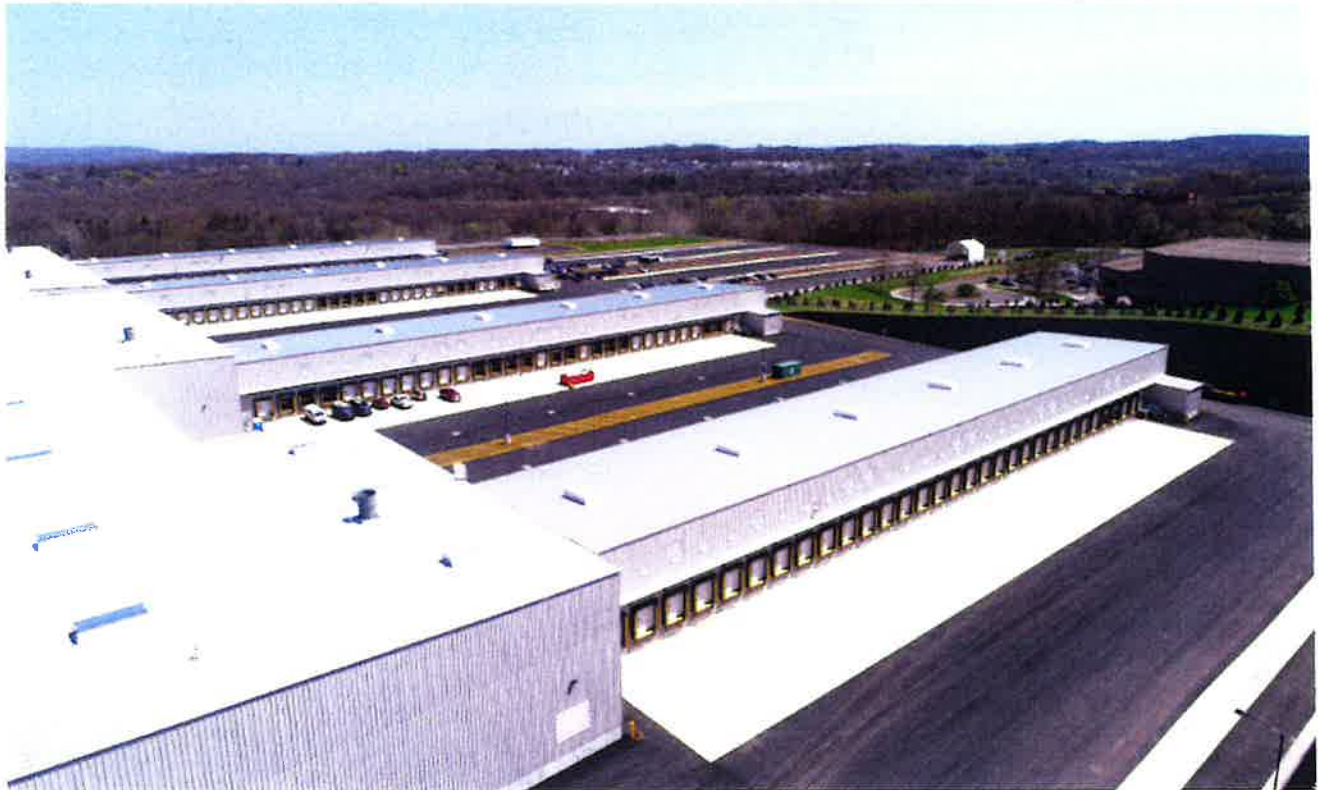
As an employee-owned company, we advocate a team approach and strive to formulate long lasting relationships with our clients and business partners. We believe there is no limit to what a team can do when working in a true partnership. Supplying clients with creative solutions based on a collaborative process assures a result that is greater than the sum of its parts.

The employees at BL Companies are the foundation of our existence as a firm and a professional community. We help support our employees in finding the right balance between work and life. We are pleased to be an employee-owned, team-oriented company where every individual shares in each other's successes.

### DELIVERING INTEGRATED SERVICES:

- Architecture
- Structural Engineering
- MEP Engineering
- Civil Engineering
- Transportation Engineering
- Landscape Architecture
- Planning
- Land Surveying
- Subsurface Utility Engineering
- Environmental Sciences
- Construction Inspection & Administration





BL Companies offers a comprehensive approach to designing, managing and maintaining building and facility assets. With full-service capabilities in all aspects of mechanical, electrical, plumbing (MEP) and fire protection engineering, BL provides MEP services for all phases of building design or renovation. Our goal is to conceptualize and develop safe, reliable and effective electrical systems, with flexibility for growth and change - systems that can sustainably support the life of buildings long into the future. Our design of lighting systems is integrated with the architectural designs to enhance natural lighting, which, in addition to our electrical distribution design, contributes significantly to reducing the building's carbon footprint.

Whether a new system or renovation, a quality system means getting it right in the design process. By understanding a client's requirements and budget, the Electrical Engineering Team at BL Companies can meet the client's needs and develop systems that are energy and cost efficient, safe, reliable and accurate, environmentally sound and easily maintainable. BL Companies is a member of the US Green Building Council with LEED™ accredited professionals on staff.

## WE SPECIALIZE IN:

- Electrical systems
- Renewable, distributed generation & microgrid systems
- High & medium voltage substations & distribution systems
- Low voltage distribution systems
- UPS, emergency, standby & mission critical systems
- Lighting & lighting controls; light modeling
- Fire alarm & life safety systems
- EV charging station design
- Short-circuit, coordination & arc fault analysis
- Power quality & harmonic analysis
- Telecommunication & computer data systems
- Grounding & lightning protection systems





BL Companies offers a comprehensive approach to designing, managing and maintaining building and facility assets. With full-service capabilities in all aspects of mechanical, electrical, plumbing (MEP) and fire protection engineering, BL provides MEP services for all phases of building design or renovation. Our goal is to conceptualize and design comfortable and healthy indoor environments through collaboration with our clients to best determine the specific needs for each building. Efficient, sustainable, flexible, economical, and reliable mechanical systems are at the heart of creating these indoor environments.

Whether a new system or renovation, a quality system means getting it right in the design process. By understanding a client's requirements and budget, the Mechanical Engineering Team at BL Companies can meet the client's needs and develop systems that are energy and cost efficient, safe, reliable and accurate, environmentally sound and easily maintainable. BL Companies is a member of the US Green Building Council with LEED™ accredited professionals on staff.

## WE SPECIALIZE IN:

- Heating, ventilation & air conditioning (HVAC)
- Central heating & cooling plants
- Air, water & ground source heat pump systems
- Variable refrigerant flow (VRF) systems
- Energy recovery systems
- Sustainable design solutions
- Energy modeling & life cycle cost analyses
- Energy conservation studies
- Indoor air quality analyses & improvements
- Code compliance studies
- Integrated control systems & building management systems





As today's buildings grow in complexity, so do it's systems and plumbing systems are no different. BL's engineers and designers strive to provide high performing plumbing systems for all of our projects. BL designs the domestic water supply systems that include modern fixtures, piping materials and high efficiency hot water plants. Our "less is more" approach comes through when we design gravity waste and vent systems, that let a little water and some gravity to the work. If a building is too large or it's too expensive to retrofit an existing space with a new ADA compliant restroom it might be time to install a vacuum drainage system. Using smaller domestic water supplies and unlimited options for vacuum drain routings these solution driven designs are state of the art. Hospitals and Laboratories are not without their own set of specialty Plumbing systems. From life saving medical gas designs to acid waste treatment systems there isn't a plumbing system we can't take on and conquer. We incorporate water saving features into all of our projects, not just when it needs to be certified. Water is a valuable resource and our designs push forward the "use less, waste less" moniker to ensure we're doing our part to preserve the public water supply.

## WE SPECIALIZE IN:

- Domestic Water Distribution
- Domestic Hot Water Systems
- Solar Domestic Hot Water Systems
- Passive Drainage Waste and Vent Systems
- Sanitary Waste Treatment Systems
- Pumped Waste and Ejector Systems
- Vacuum Drainage Systems
- Storm Water Recycling Systems
- Fuel Gas Systems
- Water (Grey Water) Recovery and Recycling
- Pharmaceutical RO / DI Water Systems
- Bulk Gaseous Storage Systems
- Laboratory and Medical Gas Systems
- Laboratory Compressed Air and Vacuum
- Laboratory Waste Collection / Treatment
- Specialty Gas Systems
- Hospital and Clinical Piped Services
- Process Liquid and Gas Systems
- Commercial Kitchen Systems
- Water Conservation Studies
- LEED & HPB Compliant Systems
- Plumbing Code Studies
- Master Planning





## **GIBBONS ESTIMATING GROUP LLC**

**Construction Estimating Services**

[www.gibbonsestimating.com](http://www.gibbonsestimating.com)

**72 Falls Bashan Road**

**Moodus, CT 06469**

**Tel: 860-891-9005**

**Cell: 860-301-8010**

### **Company Profile**

It is the purpose of the Gibbons Group to provide the highest quality, unbiased construction consulting services available. We are a team of multi-talented, experienced estimators. We can give you the level of quality service you require at reasonable prices.

Being a Small, Woman owned company; we have qualified for State of CT SBE/WBE Certification.

We use only State-of-the-Art Equipment and up to date Programs:

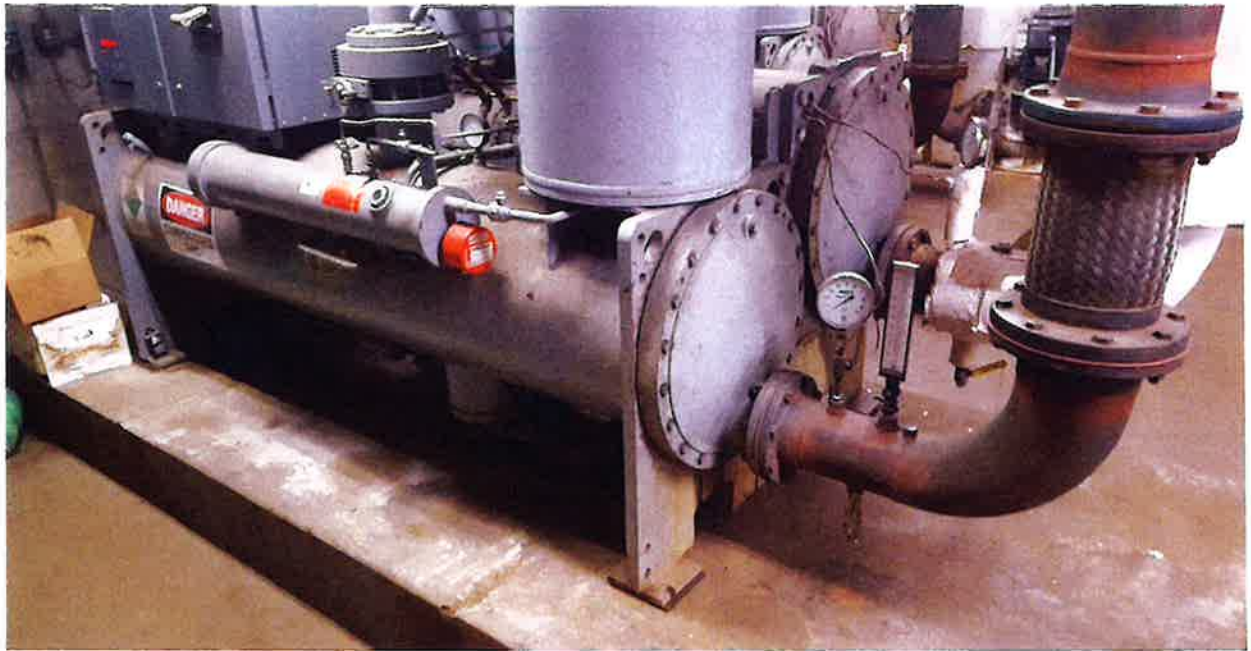
- Timberline Estimating Software
- Digitizing Equipment, for both Building and Geotechnical (Site)
- Material cost updates done Monthly for up to date accuracy

Our estimates are generated to your needs. Our estimators can perform an estimate on any specific division, at single phase of the Project, or on the entire project, as needed.

The Gibbons Group can provide Proposals on a firm, lump sum or not-to-exceed basis. When working on an hourly rate basis, there are no additional multipliers to our rates for hours worked in excess of forty hours per week. All hours billed can be itemized by person, by day, by duty, for your review.

We can offer our services at more reasonable rates because we maintain lower overhead expenses. Our "seasoned" Estimators, with expertise in the construction industry from the ground up, will provide you with accurate estimates and can offer reasonable solutions or alternatives to assist you with providing your clients with an innovative budget.





BL Companies provided mechanical, electrical, plumbing and HVAC engineering services to the City of Waterbury as part of an energy improvement program. Work included boiler replacements, chiller replacements and control upgrades for six of their school buildings – Wilby High School, North End Middle School, Crosby High School and Wallace Middle School Building, Kennedy High School, West Side Middle School, and Chase Building. The design was completed in the spring of 2017 and construction was completed in the fall of 2017.

Starting in 2020, BL Companies has provided additional boiler and chiller replacements for schools including Walsh School, Hopeville School, Kingsbury School, Maloney High, and Tinker Elementary School.

#### LOCATION

Waterbury, Connecticut

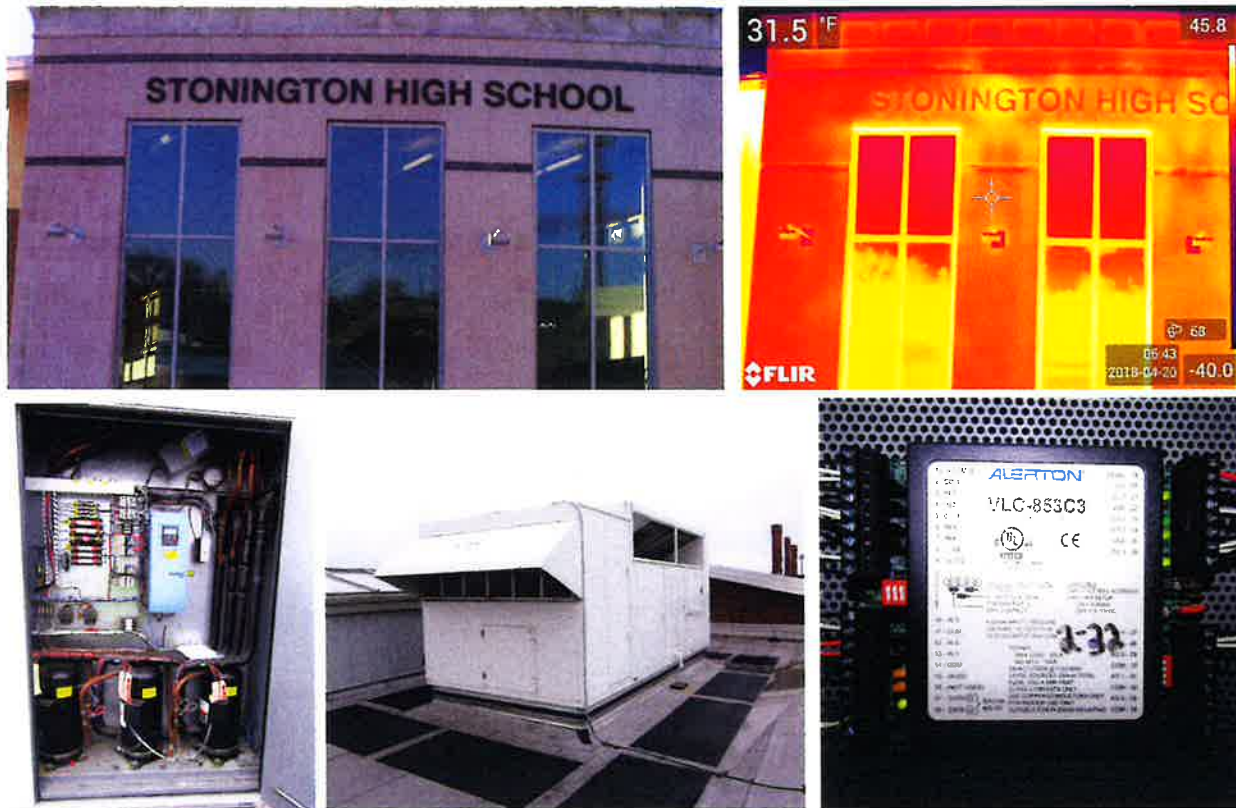
#### SERVICES

Mechanical, Electrical, Plumbing and HVAC Engineering

#### REFERENCE

Kevin McCaffery, Director of Purchasing | Waterbury Public Schools | [kmccaffery@waterburyct.org](mailto:kmccaffery@waterburyct.org) | 203.574.6747





BL Companies provided Mechanical, Retro-Commissioning, Building Energy Assessment, and Thermal Imaging services for Stonington Public Schools. The purpose of this study was to identify deficiencies related to the HVAC systems, Building Management System, and Building Thermal Envelope. A complete thermal scan of the building envelope was performed to identify thermal bridging, missing insulation, and uncontrolled air leakage. A full assessment of existing roof mounted HVAC equipment identified required service/ replacement parts needed. A full review of the Building Management system was completed to identify system deficiencies and establish specifications for modernization; including remote access.

The report detailed the existing conditions, clearly described the deficiencies, and provided specific recommendations for corrective action. These recommendations included detailed replacement parts lists, cost estimates, specifications for unit refurbishments, and alternates for new equipment in lieu of refurbishing the existing units.

BL Companies assisted the Town in generating a phased refurbishment/ replacement schedule to address critical deficiencies. This work enabled the Town to create an informed and comprehensive multi-year capital improvements and maintenance plan.

## LOCATION

Stonington, Connecticut

## SERVICES

Energy Efficiency, MEP Engineering, Cost Estimating

## REFERENCE

Peter Anderson, Director of Operations & Facilities | Stonington Public Schools | [peter.anderson@stoningtonschools.org](mailto:peter.anderson@stoningtonschools.org) | 860.535.5056





BL Companies was selected by the City of Stamford and Viking Construction to provide on-call services for Stamford High School, Springdale Elementary School, and the Academy of Information Technology & Engineering. BL Companies provided specific services for each project which includes, interior and exterior design upgrades, code improvements, Mechanical, Electrical, Plumbing and Structural Engineering design services as well as Bid support and Construction Administration.

The High School project included design and on-site CA services of the existing multi-phased roof demolition project with selective interior renovations with structural engineering and code improvements to existing classrooms. We designed a new EPDM and Slate roof replacement system to meet energy and building code compliance. BL's services included coordinating with selective areas of the building which are closed for Hazardous Building Material Remediation and Removal.

BL's services at the Springdale Elementary School included site visits to determine existing conditions, code analysis, planning & design, upgrades to the existing interior restroom facilities to meet ADA, ANSI, and current code compliance. Services at this facility also included design for a new roof replacement system to meet energy code. The project for the Academy Information Technology & Engineering included on-site evaluation and research of the existing roof parapet construction, which required selective demolition and design to remedy the deficiencies identified.

BL's services at the Stamford High School include the Boiler and Domestic Hot Water Modernization project requiring the demolition of existing steam boilers, based on the owner's salvage requirements, and selective demolition of the hot water heating system. New high efficiency boilers and water heaters, variable speed pumps, and energy efficient controls were designed to maximize the energy efficiency while maintaining system performance. Work is currently underway and expected to be completed by September 2020. This project included coordination with Eversource to support utility incentive application and comprehensive project funding.

Permit, Construction drawings and specifications were produced for each project to facilitate competitive bidding.

#### LOCATION

Stamford, Connecticut

#### SERVICES

MEP, Design, Code Analysis, Construction Administration

#### REFERENCE

John Perna, Facilities Manager | Stamford Public Schools | [jperna@stamfordct.gov](mailto:jperna@stamfordct.gov) | 203.912.5248







The City of Stamford's Board of Education Facilities Team received a grant for the purchase of split system air conditioning equipment. The purpose of this equipment was to provide cooling and humidity control to a cardio exercise room, dance studio, and weight room. In conformance with City Engineering requirements BL Companies provided MEP Engineering services to support the installation of this equipment. Project included detailed investigation, construction document for MEP work to be self-performed by the facilities staff. The design work was completed in February 2021 with construction completed in Spring 2021.

#### **LOCATION**

Stamford, Connecticut

#### **SERVICES**

MEP Engineering

#### **REFERENCE**

John Pema, Facilities Manager | Stamford Public Schools | [jpema@stamfordct.gov](mailto:jpema@stamfordct.gov) | 203.912.5248





BL Companies completed an energy-efficiency study for five Coventry Schools and Town Hall. Each building's heating, cooling, ventilation, and control systems were evaluated for remaining life and energy efficiency. A life-cycle cost analysis was performed for each option, comparing first cost, energy saving, and associated maintenance cost of each recommendation.

Our services included mechanical design of new above ground tanks and level controls, preparation of specifications for the removal of the existing USTs, as well as environmental closeout of existing tanks with Connecticut DEEP. Natural gas conversions for existing oil fired appliances and energy efficient boiler replacements. Code improvements related to fire separations where the High School, Education Complex, and Middle School are connected. Hazardous building material identification, remediation specifications, oversight, and project closeout documentation.

BL Companies assisted the Town of Coventry with the DAS Grant Application to successfully obtain funding for this project. This included completion of project costs, state forms, project summaries, assisting town officials with grant requirements, and attendance of meetings with DAS officials. The Coventry High School asbestos abatement grant was approved for emergency funding outside of the traditional in-session timeline. The abatement was completed in June 2020.

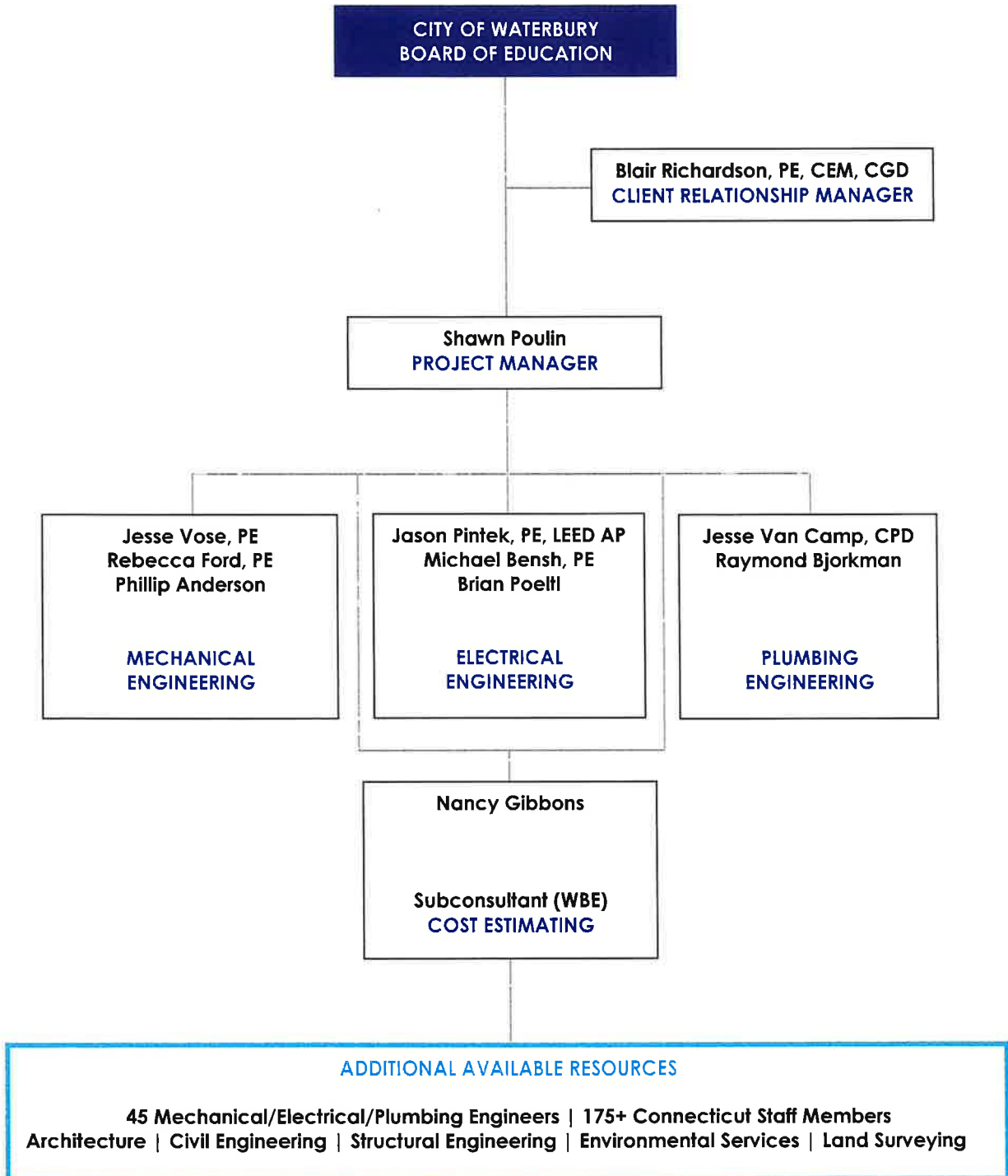
#### LOCATION

Coventry, Connecticut

#### SERVICES

Architecture, MEP Engineering, Environmental, Construction Administration








**PROJECT ROLE**  
 Project Manager I

**EDUCATION**

Bachelor of Science in Mechanical Engineering Technology, University of Maine, 2010

**REGISTRATION**

 Professional Engineer: California, Connecticut, Maine, New York, Ohio  
 Certified GeoExchange Designer (CGD)  
 Certified Energy Manager (CEM)  
 Certified Lighting Efficiency Professional (CLEP)  
 LEED Certified

**PROFESSIONAL MEMBERSHIPS**

National Society of Professional Engineers (NSPE); Association of Energy Engineers (AEE); ASHRAE - Board of Governors, Newsletter Editor, Chapter Historian; NCEES Record Holder

**SUMMARY OF QUALIFICATIONS**

Blair has over ten years of experience in HVAC/ Mechanical Engineering, Energy Audits, Commissioning, and Construction. Blair has expertise in the areas of Commercial, Multi-Family, Manufacturing, K-12 Schools, Higher Education, and High End Residential. As Senior Mechanical Engineer at BL Companies, Blair's responsibilities include providing clients an energy efficient design that balances first cost with lifecycle savings, selecting equipment and control strategies for ease of installation and optimal life time performance, advocating for his clients best interests during every step of the design process, leveraging his expertise in building design and construction to reduce the need for change orders, and demonstrating overall excellence in the field of customer service. In addition to his role at BL Companies, Blair teaches continuing education classes to industry professionals, regularly participates in engineering conferences and seminars, and attends trade shows to maintain and share relevant knowledge. In an ever-changing world where life is becoming less and less predictable, Blair is able to leverage his knowledge and resources to provide sustainable solutions for all his clients.

**RELEVANT EXPERIENCE**
**Stamford Public Schools Valve Replacement and Boiler Modernization, Stamford, Connecticut**

Served as the Senior Mechanical Engineer and Project Manager for this boiler modernization project. Work included detailed demolition documents for the existing central steam boiler plant, heat exchangers, peripheral steam systems, and hot water heating pumps; new construction drawings and specifications for new high efficiency hot water boilers, standalone domestic hot water plant, high efficiency variable speed pumps, and new control valves throughout the building. This project was submitted to the utility for incentive financing and rebates.

**Stillmeadow Elementary School HVAC Replacement, Stamford, Connecticut**

Served as the Senior Mechanical Engineer and Project Manager for this HVAC replacement project. Work included detailed demolition plans for existing heating/ventilating units, new work plans and specifications for packager gas/electric heating/cooling RTUs, coordinated structural and electrical design, and coordination with client.

**Northeast Elementary School UST Removal, Stamford, Connecticut**

Served as the Senior Mechanical Engineer and Project Manager for this Underground Fuel Oil Storage Tank. Work included detailed demolition plans for tank removal, site restoration, demolition of interior fuel oil piping and equipment. Work also included oversight of environmental compliance process, demolition quality control, and client care.

**Sarah Noble Intermediate School – UST Replacement Study, New Milford, Connecticut**

Served as the Senior Mechanical Engineer and Project Manager for this Underground Fuel Oil Storage Tank replacement feasibility study. Work included existing conditions assessment, interviews with facilities staff/service contractors, research for emergency shelter minimum requirements, report of findings and recommendation to Building Committee, and completion of demolition/new work drawings for UST Replacement. This project had several 'Add-Services' including Ground Penetrating Radar to identify underground piping/utilities, environmental testing to identify potential contaminated soils, environmental oversight of tank removal work, and full bid support/construction administration. Project is currently in design and expected to be completed spring of 2021.

**Stonington High School Energy Study and HVAC Improvements, Stonington, Connecticut**

Served as the Senior Mechanical Engineer for this building energy study. Blair was able to leverage his expertise as an energy manager to provide and help implement real solutions. This project included Building Envelope Inspections, Thermal



Imaging, HVAC system inspections/ assessments, and a graphic report/ recommendation. At the request of the owner, BL Companies performed a technical inspection of the roof mounted air conditioning equipment to generate detailed refurbishment specifications.

**Coventry Schools Fuel Oil Tank Removal and Replacement, Coventry, Connecticut**

Served as the Senior Mechanical and Project Manager for the UST removal and AST installations at seven locations owned by the town. Tank removal specifications included all environmental, regulatory, and site restoration requirements. BL Companies provided all environmental oversight and closure documentation require by the environmental regulatory agency. Blair worked closely with the Coventry Public Schools Facilities Director to successfully apply for and receive DAS Grant funding.

**Coventry Schools Boiler Replacements, Coventry, Connecticut**

Served as the Senior Mechanical for the designed replacement of existing hot water boilers at the Coventry Highschool and Nathan Hale Middle School. Each boiler system was thoroughly documented to generate drawings of the existing conditions. New condensing boilers were incorporated into this system as an energy efficient replacement solution, converting the system from fuel oil to a new natural gas service. The design was completed in Spring 2017 with construction completed in Fall 2017.

**Energy Improvements, Town of Coventry, Connecticut**

Served as the Senior Mechanical Engineer for an energy-based building improvement feasibility analysis. This included documenting all existing equipment and conditions, locating potential improvements to reduce building energy use, full detailed design for oil to gas boiler conversion/ replacements, schematic design for energy improvements, and cost estimates for recommended improvements. Project responsibilities included attending meetings with the Town and responsible committee, performing an enhanced ASHRAE Level I energy audit, calculating estimated energy reduction and potential payback, creating schematic design documents for energy improvements, providing construction cost estimates for energy improvements, and creating construction documents for three separate replacement boiler systems.

**Waterbury Schools Boiler and Chiller Upgrades, Waterbury, Connecticut**

Served as the Senior Mechanical Engineer for new boilers and chillers at Eight Waterbury Schools. The project started with an overall energy analysis of the existing building to determine the heating/ cooling requirements and to identify any additional energy savings opportunities. The design and construction documents were generated through a design build collaboration with mechanical contractors. All construction documents were validated by the mechanical contractors in the field and underwent a rigorous peer review process. The design was completed in Spring 2017 with construction completed in Fall 2015.

**Helen Street School, Hamden, Connecticut**

Served as the Senior Mechanical Engineer for a replacement boiler system. This project consisted of demolition design of the existing boiler system, design of a new modular high-efficiency boiler system, and coordination with existing infrastructure. Project responsibilities included full design of construction drawings, pre-bid walk through, owner support during bidding, and due diligence through construction.

**Guilford HVAC and Electrical Assessment**

Served as the Senior Mechanical Engineer for facility energy assessments at three public schools in the Town of Guilford. This project consisted of site visits to document the existing mechanical equipment and electrical distribution service. A report was generated detailing the existing equipment, expected life expectancy, and recommendations for planned replacements; including cost estimates for energy efficient replacement options. An energy model was generated to compare various energy conservation measures' estimated payback and life cycle costs. The reports generated were presented to the town building committee for budgeting capital improvement expenditures.

**Energy Conversion, Bristol Schools, Bristol, Connecticut**

Served as the Senior Mechanical Engineer for a natural gas conversion burner system and below-grade oil tank replacement. This project consisted of an initial site visit to gather information on existing conditions at two schools, design of gas conversion burners for existing equipment at each school, and below-grade oil tank replacement design for both schools. Project responsibilities included documentation of all existing equipment, reviewing town archive drawings for coordination with below-grade work, and full design of construction documentation for below-grade oil tank replacement.





**PROJECT ROLE**  
Project Manager II

**EDUCATION**  
Bachelor of Science in Mechanical Engineering, University of Hartford, 2008

**PROFESSIONAL MEMBERSHIPS**  
ASHRAE

### SUMMARY OF QUALIFICATIONS

Mr. Poulin has 13 years of experience in HVAC/Mechanical Engineering. Shawn has expertise in the areas of: commercial/retail/office, industrial and high-end residential, which includes single and multi-building estates, townhouses and apartments in New York City. As Project Manager I at BL Companies, Shawn's responsibilities include developing project fees, schedules, and scope, as well as running the daily assigned projects and developing overriding project concepts and constraints while managing projects using assigned staff.

### RELEVANT EXPERIENCE

#### UConn Phillips Communication Science Building, Connecticut

Served as Mechanical Engineer for a ceiling renovation of the Phillips Communication Science Building. Project responsibilities included load calculations and overall system design, specifications and replacement of an air handling unit. The existing ceiling is being replaced with new diffusers and acoustically treated ductwork. Construction documents have been delivered to client.

#### UConn Gant Science Building, Connecticut

Served as Mechanical Engineer for a unit ventilator replacement. Project responsibilities included load calculations and overall system design with full specifications. The buildings existing unit ventilators were to be removed and replaced with new unit ventilators with minimal impact to the existing building. Full construction documents were provided to client, but project was cancelled.

#### Harlem Hebrew Language Academy, New York

Served as Mechanical Engineer for a renovation and addition to a 6-story school in New York. Project responsibilities included load calculations and overall system design and specifications. The design is to add cooling to the school and replace the existing hot water heating system with a variable refrigerant system.

#### MTU Aero Engine

Served as Mechanical Engineer for office renovations. Project responsibilities included load calculations and overall system design and specifications. Drawings were completed in August 2016.

#### Winter Green Chiller Replacement, Connecticut

Served as Mechanical Engineer for a chiller replacement. Project responsibilities equipment selection and layout in existing chiller room. Construction documents have been completed.

#### 260 Ashley Street, St. Francis Hospital, Hartford, Connecticut

Served as Mechanical Engineer for a renovation of a hospital office suite. Project responsibilities included new VAV boxes and ductwork layout. Construction documents have been completed.

#### Hartford Hospital 816, Hartford, Connecticut

Served as Mechanical Engineer for a renovation of a hospital office suite. Project responsibilities included new VAV boxes and ductwork layout. Construction documents have been completed.



**Elm City Postmasters, Connecticut**

Served as Mechanical Engineer for a building renovation of 35,000-sq. ft. abandoned factory into a 40,000-sq. ft. multiuse art building. Project responsibilities included load calculations and overall system design and specifications. The new building will consist of multiple artist studios, gallery, a café, several apartments, a black box theater and a great hall.

**550 Marshall Phelps Road, Windsor, Connecticut**

Served as Mechanical Engineer for a replacement of an existing roof top packaged air handling unit. Project responsibilities included load calculations and new unit selection. Construction documents have been completed.

**625 Park Ave, New York City, New York**

Served as Mechanical Engineer for 5,000 square foot apartment in New York City. Project responsibilities included a complete HVAC design. Design services were completed in 2013, and construction completed in 2014.

**130 West 17th, New York City, New York**

Served as Mechanical/Plumbing Engineer for 1,300 square foot apartment in New York City. Project responsibilities included complete HVAC design and plumbing design. Design services were completed in 2014.

**292 West 4th Street, New York City, New York**

Served as Mechanical Engineer for a 5-floor town house. Project responsibilities included complete HVAC design. Design services were completed in 2013.

**740 Park Ave Apartment 12&13, New York City, New York**

Served as Mechanical Engineer for two-floor apartments in New York City. Project responsibilities included design of a complete HVAC system which utilized building steam for perimeter heat and a VRV system for cooling. Design services were completed in 2013.

**1000 Park, New York City, New York**

Served as Mechanical Engineer for 4,000 square foot apartment in New York City. Project responsibilities included complete HVAC design. Design services were completed in 2013 and construction completed in 2014.

**1030 5th Ave., New York City, New York**

Served as Mechanical Engineer for 6,000 square foot apartment in New York City. Project responsibilities included complete HVAC design. Design services were completed in 2013 and construction completed in 2014.

**Tanner Hill, Warren, Connecticut**

Served as Mechanical Engineer for a 6,000-square foot home. Project responsibilities included complete HVAC design. Design services were completed in 2011 and construction completed in 2012.

**West Shore Rd., New Preston, Connecticut**

Served as Mechanical Engineer for 7,500 square foot home. Project responsibilities included complete HVAC design. Design services were completed in 2012.

**Holly Hill, Briarcliff Manor, New York**

Served as Mechanical Engineer for a 15,000-square foot estate in New York. Project responsibilities included a boiler and geothermal mechanical design. Design services were completed in 2012 and construction completed in 2013.

**CPTV – Studio**

Served as Mechanical Engineer for a studio fit out. Project responsibilities included re-working existing system to fit new layout for studio. Drawings have been completed and turned over to owner.



**PROJECT ROLE**

Senior Project Manager

**EDUCATION**

Bachelor of Science in Mechanical Engineering, Rensselaer Polytechnic Institute

**REGISTRATION**

Professional Engineer: Connecticut, Massachusetts, and Florida

**PROFESSIONAL MEMBERSHIPS**

American Society of Heating, Refrigerating, and Air-Conditioning Engineers

**SUMMARY OF QUALIFICATIONS**

Jesse has more than 24 years of experience in the design, analysis, and specification of mechanical systems. He has expertise in the areas of healthcare, K-12 education, college & university, commercial, cultural, residential, retail, and industrial projects. As Senior Project Manager at BL Companies, Jesse's responsibilities include managing mechanical, electrical, plumbing, and fire protection engineers in order to meet or exceed client expectations and schedules. Jesse places great importance on the collaboration and coordination between project team members, including architects, clients, building owners, building end users, various engineering disciplines, consultants, building officials, contractors, and others, in order to successfully design and complete projects.

**RELEVANT EXPERIENCE****Cutler Elementary School, Groton, Connecticut**

Client, project, and mechanical department manager for a 75,000 square foot, \$32 million new elementary school. Project included mechanical, electrical, plumbing, and fire protection design and construction administration services. MEP/FP systems included a chilled water plant, hot water plant, modular rooftop air-handling units and dedicated outside air systems, chilled beams, domestic hot water plant, and emergency generator. Firm of Record: DTC, Inc.

**West Side Elementary School, Groton, Connecticut**

Client, project, and mechanical department manager for a 76,000 square foot, \$34 million new elementary school. Project included mechanical, electrical, plumbing, and fire protection design and construction administration services. MEP/FP systems included a chilled water plant, hot water plant, modular rooftop air-handling units and dedicated outside air systems, chilled beams, domestic hot water plant, fire pump, and emergency generator. Firm of Record: DTC, Inc.

**Bennie Dover Jackson Middle School, New London, Connecticut**

Client, project, and mechanical department manager for a 140,000 square foot, \$40 million renovation and addition project including mechanical, electrical, plumbing, and fire protection services. New MEP/FP systems included a boiler plant, packaged rooftop units, modular dedicated outside air systems, variable refrigerant flow systems, domestic hot water plant, electrical service, and emergency generator. Firm of Record: DTC, Inc.

**Ponus Ridge School, Norwalk, Connecticut**

Client, project, and mechanical department manager for a 141,000 square foot, \$41 million renovation and addition to the school. Mechanical, electrical, plumbing, fire protection, structural, and civil services for a new 37,000 square foot addition and 104,000 square foot existing building renovation. New MEP/FP systems included packaged rooftop units, packaged dedicated outside air systems, variable air volume air systems for the new addition, variable refrigerant flow systems for the existing building, electrical service, and emergency generator. Design services were completed in 2020. Firm of Record: DTC, Inc.

**Ralph M. T. Johnson Elementary School, Bethel, Connecticut**

Client, project, and mechanical department manager for an 89,000 square foot, \$34 million renovation and expansion. Mechanical, electrical, plumbing, fire protection, and structural services for a 32,000 square foot addition to the 57,000 square foot existing building. All-new MEP/FP systems included a chilled water plant, hot water plant, packaged rooftop air-handling units and dedicated outside air systems, 4-pipe fan-coil units, domestic hot water plant, electrical service, and emergency generator. Design services were completed in 2020. Firm of Record: DTC, Inc.



**Anna. H. Rockwell Elementary School, Bethel, Connecticut**

Client, project, and mechanical department manager for a 51,000 square foot, \$20 million "renovate as new" project including mechanical, electrical, plumbing, fire protection, and structural services. All-new MEP/FP systems included a chilled water plant, hot water plant, packaged rooftop air-handling units and dedicated outside air systems, 4-pipe fan-coil units, domestic hot water plant, electrical service, and emergency generator. Design services were completed in 2020. Firm of Record: DTC, Inc.

**Holland Hill Elementary School, Fairfield, Connecticut**

Client, project, and mechanical department manager for a 55,000 square foot, \$15 million renovation and expansion. Mechanical, electrical, plumbing, fire protection, and civil services for a 12,000 square foot addition to the 43,000 square foot existing building. New MEP/FP systems included packaged rooftop air-handling units and dedicated outside air systems, variable refrigerant flow systems, domestic hot water plant, and electrical service. Design services were completed in 2019. Firm of Record: DTC, Inc.

**Eaglebrook School, Science, Art and Music Addition, Deerfield, Massachusetts**

Manage the mechanical engineering services for a 37,000 square foot, \$24 million Science, Arts, and Music center, including mechanical, electrical, plumbing, and fire protection engineering services. MEP/FP systems included geothermal heating and cooling, variable refrigerant flow systems, hydronic radiant floor heating, snow melt systems, photovoltaic solar panels, and full generator backup of the building. Design services were completed in 2017. Firm of Record: DTC, Inc.

**Greenwich Country Day School, Greenwich, Connecticut**

Client, project, and mechanical department manager for MEP engineering services related to a 9,000 square foot, \$1.5-\$2.0 million renovation to the main kitchen at Greenwich Country Day School. The kitchen serves freshly prepared meals to approximately 1,500 students and faculty per day. Design services were completed in 2018. Firm of Record: DTC, Inc.

**John F. Kennedy Middle School, Southington, Connecticut**

Mechanical engineering services for a 140,000 square foot, \$40 million renovation and expansion, including 107,000 square feet of renovation with a 33,000 square foot addition. Mechanical systems included a chilled water plant, hot water plant, modular rooftop air-handling units and dedicated outside air systems, and chilled beams. Design services were completed in 2015. Firm of Record: Fletcher-Thompson, Inc.

**Joseph A. DePaolo Middle School, Southington, Connecticut**

Mechanical engineering services for a 140,000 square foot, \$40 million renovation and expansion, including 107,000 square feet of renovation with a 33,000 square foot addition. Mechanical systems included a chilled water plant, hot water plant, modular rooftop air-handling units and dedicated outside air systems, and chilled beams. Design services were completed in 2015. Firm of Record: Fletcher-Thompson, Inc.

**University of Connecticut, Gampel Pavilion, Storrs, Connecticut**

Lead engineer for MEP engineering services to replace the 800-ton condenser water system at Gampel Pavilion, a \$2 million project including a new mechanical room to enclose condenser water system equipment and remote sump, with the cooling towers located on the mechanical room's roof. Design services were completed in 2015. Firm of Record: Fletcher-Thompson, Inc.

**Norwalk Community College, Norwalk, Connecticut**

Project manager and mechanical department manager for a \$22 million renovation and expansion of Norwalk Community College. Design services were completed in 2015. Firm of Record: Fletcher-Thompson, Inc.

**Massachusetts Institute of Technology (MIT), Wright Brothers Wind Tunnel, Cambridge, Massachusetts**

Client, project, and mechanical department manager for mechanical and electrical engineering design services to support the installation of a new wind tunnel for Massachusetts Institute of Technology (MIT). The new wind tunnel will be largest, most advanced academic wind tunnel in the United States, and will replace the existing Wright Brothers Wind Tunnel built in 1938. Design services were completed in 2019. Firm of Record: DTC, Inc.



**PROJECT ROLE**

Project Engineer II

**EDUCATION**

Bachelor of Science in Mechanical Engineering, Lehigh University, 2013

Master of Science in Civil Engineering, Structural Concentration, Auburn University, 2017

**REGISTRATION**

Professional Engineer: Connecticut (2018), Massachusetts (2022)

**SUMMARY OF QUALIFICATIONS**

Ms. Ford has 7 years of experience of HVAC design in the field of MEP Engineering. She has expertise in the areas of K-12 schools, public housing, government projects and warehouses. As project engineer at BL Companies, Ms. Ford's responsibilities include design of mechanical systems to current building codes while considering the client's needs for the space and generating appropriate drawings and specifications for the work, followed by engineering support through the construction phase.

**RELEVANT EXPERIENCE****West Side & Cutler Elementary Schools, Groton, Connecticut**

Served as Mechanical Engineer for two new elementary schools, approximately 70,000 SF each. Project responsibilities included HVAC design, load calculations, equipment selections, Revit drawings, specifications and OSCG&R support. Design services were completed in 2019. Firm of Record: Diversified Technology Consultants

**Anna H. Rockwell & Ralph M.T. Johnson Elementary Schools, Bethel, Connecticut**

Served as Mechanical Engineer for renovation of two elementary schools (57,000 and 92,000 SF). Project responsibilities included HVAC design, load calculations, equipment selections, Revit drawings, specifications and OSCG&R support. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants

**Ponus Ridge School, Norwalk, Connecticut**

Served as Mechanical Engineer for the renovation of the existing middle school to convert it to a K-8 school. The project consisted of a renovation of the existing 105,000 building plus the design of a new 35,000 SF addition which included specialty spaces such as a Math Lab & Engineering Technology Lab. Project responsibilities included HVAC design, load calculations, equipment selections, Revit drawings, specifications and OSCG&R support. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants

**Holland Hill Elementary School, Fairfield, Connecticut**

Served as Mechanical Engineer for the renovation of a 43,000 SF elementary school. Project responsibilities included HVAC design, load calculations, equipment selections, Revit drawings and specifications. Design services were completed in 2017. Firm of Record: Diversified Technology Consultants

**North Haven Middle School, North Haven, Connecticut**

Served as Mechanical Engineer for the renovation and design of a new addition for the middle school. The new addition is approximately 88,000 SF for a total building area of 136,000 SF. Project responsibilities included HVAC design, load calculations, equipment selections and Revit drawings. Design services were completed in 2015. Firm of Record: Diversified Technology Consultants

**Fairfield Ludlowe Cafeteria & Webster Wing Addition, Fairfield, Connecticut**

Served as Mechanical Engineer for the renovation of the high school cafeteria and new addition of a science classroom wing.



Project responsibilities included HVAC design, load calculations, equipment selections and Revit drawings. Design services were completed in 2017. Firm of Record: Diversified Technology Consultants

**Lyman Terrace Housing, Holyoke, Massachusetts**

Served as Mechanical Engineer for a complete renovation of 7 buildings of existing townhouses with modular additions and a new community center. Project responsibilities included HVAC design and project management. Design services were completed in 2019. Firm of Record: Diversified Technology Consultants

**Crown Street Apartments, Meriden, Connecticut**

Served as Mechanical Engineer for the design of a 4-story apartment building with living spaces located on the top three floors and office spaces, parking garage, and underground generator located on the first floor. Project responsibilities included load calculations, coordination with Passive House consultant for PHIUS compliance, mechanical HVAC design and generating Revit drawings. The project was designed to Passive House (PHIUS) standards to increase energy efficiency. Design services were completed in 2017. Firm of Record: Diversified Technology Consultants

**Ribicoff Cottages, New Haven Housing Authority, New Haven, Connecticut**

Served as Mechanical Engineer for the design of 106 public housing units and a 3-story senior building/community center. Project responsibilities included HVAC design, load calculations, equipment selections, drawings and specifications. Design services were completed in 2014. Firm of Record: Diversified Technology Consultants

**Dixwell Community Center, New Haven, Connecticut**

Served as Mechanical Engineer for the design of a new 46,000 SF community center. The community center includes a library, fitness center, art & dance spaces, gymnasium, and a senior center area with ballroom/event space. The building will also house the Cornell Scott Hill Health Center. Project responsibilities included HVAC design, load calculations, equipment selections, Revit drawings and specifications. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants

**Newtown Community & Senior Center, Newtown, Connecticut**

Served as Mechanical Engineer for the design of a combined 41,000 SF community center and senior center, including a 11,000 SF natatorium with a lap pool and therapy pool. Project responsibilities included HVAC design, load calculations, equipment selections, Revit drawings and specifications. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants

**Shubert Theater Renovation, New Haven, Connecticut**

Served as Mechanical Engineer for the renovation of New Haven's historic Shubert Theater. Project responsibilities included HVAC design, load calculations, equipment selections, Revit drawings and specifications. Design services were completed in 2014. Firm of Record: Diversified Technology Consultants

**Clinton Police Department HVAC Improvements, Clinton, Connecticut**

Served as Mechanical Engineer for the evaluation and modification to the police department's existing HVAC systems. Project included a long term (3 months) humidity measuring and analysis to troubleshoot the HVAC system performance. Modifications and corrections were made to the existing system including new control sequences and sensors to allow for a dehumidification mode. Project responsibilities included HVAC design, controls drawings and sequence of operations. Design services were completed in 2014. Firm of Record: Diversified Technology Consultants

**Stillmeadow Elementary School HVAC Replacement, Stamford, Connecticut**

Served as Mechanical Engineer for the design of the HVAC replacement for the school's All-Purpose Room. The original air handling units were removed and replaced with new rooftop units. Project responsibilities included HVAC design, load calculations, equipment selections, drawings and specifications. Design services were completed in 2020. Firm of Record: BL Companies





**PROJECT ROLE**  
Principal Engineer

**EDUCATION**  
Bachelor of Science Electrical Engineering, University of New Haven, 1995

**REGISTRATION**  
Licensed Professional Engineer, CT 19084, MA 42918, FL PE82632

**PROFESSIONAL MEMBERSHIPS**  
LEED

### SUMMARY OF QUALIFICATIONS

Jason Pinteck is a licensed professional engineer and LEED accredited professional with over 30 years of experience in consulting engineering design, construction documents, and construction administration. Jason has expertise in the areas of mixed use residential, K-12 and higher education, and commercial/industrial facilities. As senior project manager at BL Companies, Jason's responsibilities include working on all aspects of a project including client interaction, design, building services coordination, construction documentation, construction administration and project closeout.

### RELEVANT EXPERIENCE

#### **Cutler Middle School, Groton, Connecticut**

Lead Electrical Engineer for the \$27 million, Served as lead electrical engineer for the \$31 million, 73,000 sq. ft. Project consisted of new interior/exterior power distribution and lighting systems with digital controls, 350KW diesel fired emergency generator system, and fire alarm system. Design services were completed in 2020. Firm of Record: DTC.

#### **West Side Middle School, Groton, Connecticut**

Lead Electrical Engineer for the \$27 million, Served as lead electrical engineer for the \$30 million, 73,000 sq. ft. Project consisted of new interior/exterior power distribution and lighting systems with digital controls, 300KW diesel fired emergency generator system, and fire alarm system. Design services were completed in 2020. Firm of Record: DTC.

#### **Johnson Middle School, Bethel, Connecticut**

Lead Electrical Engineer for the \$27 million, 80,000 sq. ft. middle school. Project consisted of new interior/exterior power distribution and lighting systems with digital controls, 230KW diesel fired emergency generator system, and fire alarm system. Construction administration services over a sixteen-month period. Design services were completed in 2018. Firm of Record: DTC.

#### **Rockwell Middle School, Bethel, Connecticut**

Lead Electrical Engineer for the \$22 million, 55,000 sq. ft. middle school. Project consisted of new interior/exterior power distribution and lighting systems with digital controls, 175 KW diesel fired emergency generator system, and fire alarm system. Construction administration services over sixteen-month period. Design services were completed in 2018. Firm of Record: DTC.

#### **Ponus Ridge Middle School, North Haven, Connecticut**

Lead Electrical Engineer for the \$72 million, 142,000 sq. ft. middle school. Project consisted of new interior/exterior power distribution and lighting systems with digital controls, 275KW diesel fired emergency generator system, and fire alarm system. Construction administration services over an eighteen-month period. Design services were completed in 2018. Firm of Record: DTC.

#### **University of Connecticut – High Head Generator Replacement, Storrs, Connecticut**

Senior Electrical Project Manager for the replacement of the existing indoor 375KW generator system, including underground fuel tank all ATS's, panels, wiring and accessories. Project consisted of a new pad-mounted outdoor 750KW diesel generator, and electrical power distribution system for two separate campus wide pump stations. Design services were completed in 2018. Firm of Record: DTC.

#### **Holland Hill Elementary School, Fairfield, Connecticut**

Senior Electrical Project Manager for the \$15 million, 42,732 sq. ft. K-5 middle school. Project consisted of new interior/exterior power distribution and lighting systems, and fire alarm system. Construction administration services over a twelve-month period. Design services were completed in 2016. Firm of Record: DTC.





**Eaglebrook Science, Art and Music School, Deerfield, Massachusetts**

Senior Electrical Project Manager for the \$24 million, 37,000 sq. ft. middle school. Project consisted of new interior/exterior power distribution and lighting systems, 100KW diesel fired emergency generator system, fire alarm system, integrated clock and public address systems, and infrastructure telecommunication system. Construction administration services over a twelve-month period. Design services were completed in 2015. Firm of Record: DTC.

**North Haven Middle School, North Haven, Connecticut**

Lead Electrical Engineer for the \$69.8 million, 140,000 sq. ft. middle school. Project consisted of new interior/exterior power distribution and lighting systems, 500KW diesel fired emergency generator system, fire alarm system, and public address systems. Construction administration services over a twenty-month period. Design services were completed in 2014. Firm of Record: DTC.

**UConn - O.S.F.M. Legacy Project, Storrs, Connecticut**

Project Manager and Engineer of Record for the field condition survey verification and code citation design improvement construction drawings on thirty-eight buildings located on the main campus at the University of Connecticut. The total construction budget on the project is \$7 million. Firm of Record: URS Corporation.

**UConn - Wilbur Cross Student Center, Storrs, Connecticut**

Project Manager and Engineer of Record for the field condition survey and code citation design improvement construction drawings on the main building electrical grounding system. Firm of Record: URS Corporation.

**H.H. Ellis Regional Vocational Technical School, Danielson, Connecticut**

Lead Electrical Engineer for the multi-phased, \$49 million, 200,000 sq. ft. major renovation/additions to a vocational high school. Project consisted of condition study report, temporary phased utility services, and new interior/exterior power distribution and lighting systems, football/track sports field lighting, 300KW diesel fired emergency generator system, fire alarm system, integrated clock and public address systems, and infrastructure telecommunication system. Firm of Record: DTC.

**Sports Medical and Science Academy Magnet High School, Hartford, Connecticut**

Lead Electrical Engineer for the \$52 million, 170,000 sq. ft. magnet high school. Project consisted of new interior/exterior power distribution and lighting systems, 350KW diesel fired emergency generator system, fire alarm system, integrated clock and public address systems, and infrastructure telecommunication system. Construction administration services over a twenty-month period. Firm of Record: DTC.

**Barnum Elementary School, Bridgeport, Connecticut**

Lead Electrical Engineer for new \$42 million, 175,000 sq. ft., new PK – 8<sup>th</sup> grade elementary school. Project consisted of new interior/exterior power distribution and lighting systems, 400KW diesel fired emergency generator system, fire alarm system, integrated clock and public address systems, and infrastructure telecommunication system. Construction administration services over a twenty-four-month period. Firm of Record: DTC.

**Troup Magnet Academy of Sciences, New Haven, Connecticut**

Electrical Engineer Construction Administration Services for the renovation/additions on a \$28 million, 150,000 sq. ft. PK-8<sup>th</sup> grade school. Project consisted of new interior/exterior power distribution and lighting systems, 50KW fire pump diesel fired generator system, fire alarm system, integrated clock and public address systems, and infrastructure telecommunication system. The school was built circa 1923, is in one of the older New Haven neighborhoods and is listed as a historic resource with the Connecticut Historical Commission. The project entails saving the historic facade and classroom wing on Edgewood Street. The project also involves new construction of the library, cafeteria, gymnasium and a new classroom. The playground and parking lot will be renovated to meet ADA requirements. Currently, the school is made up of 620 students in grades 5 through 8. The program for the school is to renovate the school as a PK-8 science magnet school to still serve 620 students. Construction administration services over a twenty-month period. Firm of Record: DTC.

**Harry A. Conte Community School, New Haven Board of Education, New Haven, Connecticut**

Lead Electrical Engineer for \$20 million, 110,000 sq. ft. addition and renovation of K-8 magnet school with gym, auditorium and pool. Project consisted of condition study report, new interior/exterior power distribution and lighting systems, 300KW diesel fired emergency generator system, fire alarm system, integrated clock and public address systems, and infrastructure telecommunication system. Firm of Record: DTC.





**PROJECT ROLE**

Manager MEP - Principal Electrical Engineer

**EDUCATION**

Master of Business Administration, University of Connecticut, 2000

Bachelor of Science - Electrical Engineering, New Jersey Institute of Technology, 1992

**REGISTRATION**

Professional Engineer: California (Electrical), Colorado, Delaware, Georgia, Iowa, Kansas, Maryland, Massachusetts (Electrical), Missouri, Nevada (Electrical), New Hampshire, New Jersey (Electrical), North Carolina, Oklahoma, Rhode Island (Electrical), South Carolina, Tennessee, Texas, Vermont (Electrical)

**SUMMARY OF QUALIFICATIONS**

Michael Bensch has over 30 years of experience in electrical systems design for numerous building types including warehouses, office buildings, schools, self-storage facilities, hospitals, industrial facilities, retail properties, apartment buildings (dwelling units), manufacturing facilities, data centers, etc. Michael has expertise in all areas of building electrical design including: electrical service sizing/calculations; medium-voltage, pad-mounted distribution switches/fuses; radial-fed, medium-voltage primary, pad-mounted, liquid-cooled transformers; underground infrastructure and duct-bank systems; 480V and 208V, 3ph-4w electrical service-entrance switchboards (multiple services per building in many cases); life-safety and optional load stand-by systems including generator(s), ATS(s), and any required distribution panels; legally-required stand-by systems including generator(s), ATS(s), and motor control center(s) for smoke exhaust and stair pressurization systems; three-phase, central battery inverter systems for life-safety egress lighting; power distribution; hydrogen refueling stations for the forklifts (Class I, Division 2 areas); high-bay, LED lighting with photo-metrics calculations; electrical busway systems for HVAC units and other mechanical equipment power; receptacle and lighting branch circuitry; lighting controls incorporating day-light harvesting, occupancy sensors, and other energy efficient controls; MDF room power and grounding; lightning protection; material handling equipment power; voltage drop calculations for feeders and branch circuits; available short-circuit current calculations for all equipment; emergency egress lighting to meet NFPA 101 Life-Safety code requirements; grounding; fire alarm systems; other low-voltage systems/cabling; site lighting (parking lot, pathway, roadway, building accent), writing all required division 26 and 28 specifications; and construction administration support.

Prior to becoming a degreed engineer, Michael received extensive hands-on training working as an electrical contractor throughout the Northeast. This experience has provided him with the ability to visualize how buildings are constructed while in the design process, to help limit conflicts in the field and constructability issues.

As Principal Electrical Engineer at BL Companies, Michael's duties include: electrical power and lighting design; supporting HVAC and P/FP engineers; fire alarm design; proposal writing; specification writing; interview participation; construction administration; the supervision of engineers and designer's daily activities; and estimating.

**RELEVANT EXPERIENCE****Longfellow Elementary School, Bridgeport, Connecticut**

Served as electrical engineer for the design/construction of a 76,000 SF elementary school within the city limits. The design included: power, lighting, and low-voltage systems throughout the building; a 500kW generator; a 1000A, 480V, 3ph-4w electrical service; theatrical lighting and audio systems for the cafetorium; site lighting; a fire pump; etc. Project responsibilities included all aspects of electrical engineering/design. Design services were completed in 2014. Firm of Record: Fletcher Thompson.

**Kennedy Middle School, Southington, Connecticut**

Served as electrical engineer for the like-new renovation of the 106,000 SF middle school plus several small additions including new media center and shop wings. The design included: all new power, lighting, and low-voltage systems throughout the building; new 500kW generator; new 2000A, 480V, 3ph-4w electrical service; new theatrical lighting and audio systems; site lighting; etc. Project responsibilities included all aspects of electrical engineering/design. Design services were completed in 2012. Firm of Record: Fletcher Thompson.

**St. Luke's School, New Canaan, Connecticut**

Served as electrical engineer and project manager for the new 30,000 SF athletic center. It provides the school with a world-class athletic facility including four (4) international sized squash courts, a multi-purpose room, and a fitness room. Also, a main basketball court has two retractable batting cages and a folding curtain which allows the cross courts to be used simultaneously.



There is a total of 600 seats for spectators. The design included: all new power, lighting, and low-voltage systems throughout the building; new 1600A, 208V, 3ph-4w electrical service; support of HVAC and plumbing equipment; site lighting; etc. Project responsibilities included all aspects of electrical engineering/design and project management. Design services were completed in 2003. Firm of Record: Edwards and Zuck.

**St. Luke's School, New Canaan, Connecticut**

Served as electrical engineer and project manager for the renovation of the performing art center. The project included new construction within the existing building envelope and state-of-the-art theatrical lighting and audio systems. The design included: all new power, lighting and low-voltage systems throughout the building; a new 1200A, 208V feeder and distribution panel; support of HVAC and plumbing equipment; a new fire pump; a new standby generator; coordination with the audio/visual consultant; etc. Project responsibilities included all aspects of electrical engineering/design and project management. Design services were completed in 2002. Firm of Record: Edwards and Zuck.

**Rhode Island Department of Transportation (RIDOT), Providence, Rhode Island**

Served as Principal electrical engineer for the design of park lighting, irrigation system power, and various other electrical features. BL Companies performed site design for RIDOT under an on-call contract for the completion of unfinished work associated with the I-195 Relocation Project Waterfront Parks. The work included the final phase of the park with implementation of pedestrian walks, pedestrian amenities, irrigation, lighting and landscaping along with addressing ADA comments received from the Governor's Commission on Disabilities within the completed phases of the park and on the recently constructed Pedestrian Bridge. The design included: confirmation of the electrical service size via calculations; site LED lighting with photo-metrics calculations; lighting controls, etc. Project responsibilities included all aspects of electrical engineering/design including voltage drop calculations and available short-circuit current calculations. Design services were completed in 2021. Firm of Record: BL Companies.

**Elm City Postmasters Building, New Haven, Connecticut**

Served as senior electrical engineer for the design/construction of a 34,000 SF renovation project to be used for artist's studios, meeting rooms, gallery space, and transient artist apartments. The design included: power, lighting, and low-voltage systems throughout the building; etc. Project responsibilities included all aspects of electrical engineering/design. Design services were completed in 2017. Firm of Record: BL Companies.

**Northend Senior Center, Hartford, Connecticut**

Served as electrical engineer for the design/construction of a 14,000 SF addition for the existing facility. The design included: power, lighting, and low-voltage systems throughout the building; etc. Project responsibilities included all aspects of electrical engineering/design. Design services were completed in 2014. Firm of Record: Fletcher Thompson.

**Mechanics and Farmers Building, Bridgeport, Connecticut**

Served as electrical engineer for the design/construction of the corporate headquarters for Fletcher Thompson. The project included renovating the 100-year-old bank building (abandoned for 30-years) into office space on the ground floor and thirty (30) market-rate apartments above. Worked with local utility company to solve 100-year flood issues, crowded underground utility situations, etc. to allow the building to be rejuvenated. The design included: power, lighting, and low-voltage systems throughout the building; a 2000A, 208V, 3ph-4w electrical service; complete fire alarm system; exterior lighting to accentuate the building's architectural features; emergency egress lighting, etc. Project responsibilities included all aspects of electrical engineering/design. Through my ingenuity and work with the local utility company, we were able to cost-effectively provide new, code compliant power to the building, which was the root cause for the building to lay dormant for over 25-years. Design services were completed in 2013. Firm of Record: Fletcher Thompson.

**Rutgers, New Brunswick, New Jersey**

Served as electrical engineer for the design/construction of three (3) new residence buildings on the Livingston Campus, totaling 760,000 SF of new construction. The project included 'retail' type tenants on the ground floor of the buildings including: a diner; a bookstore; and several restaurants. Additionally, a 7,500 SF converter house was provided for heating and cooling loads to all buildings. The design included: power, lighting and low-voltage systems throughout the building; site lighting; support of HVAC and plumbing equipment; complete fire alarm system; stair pressurization system; three (3) new pad-mounted transformers; three (3) 3000A, 480V, 3ph-4w electrical services; a 500kW generator for each building; emergency egress lighting, etc. Project responsibilities included all aspects of electrical engineering/design. Design services were completed in 2010. Firm of Record: Fletcher Thompson.



**PROJECT ROLE**

Project Engineer II

**EDUCATION**

Bachelor of Science in Electrical Engineering, University of Connecticut, 2009

**REGISTRATION**

Engineer-In-Training: Connecticut (2021)

**SUMMARY OF QUALIFICATIONS**

Mr. Poeltl has 7 of experience in electrical engineering design. Brian has expertise in the areas of high-performance buildings such as elementary and middle schools, community and senior centers, and large multi-story apartment buildings. He also has experience in designing solar PV systems which have been incorporated in large retail commercial buildings and small municipal buildings, as well as stand-alone ground mounted systems. Brian has experience in Electric Vehicle charger fleet design. As Project Engineer at BL Companies, Brian's responsibilities include electrical building systems design, detailed design calculations, and assisting Senior Project Engineers.

**RELEVANT EXPERIENCE****North Haven Middle School Renovation, North Haven, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2014. Firm of Record: Diversified Technology Consultants.

**Johnson Elementary School Renovation, Bethel, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants.

**Rockwell Elementary School Renovation, Bethel, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants.

**Ponus Ridge Middle School Renovation, Norwalk, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants.

**Holland Hill Elementary School Renovation, Fairfield, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design,



and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2016. Firm of Record: Diversified Technology Consultants.

**Branford Community Center Renovation, Branford, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2016. Firm of Record: Diversified Technology Consultants.

**Newtown Community Center, Newtown, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants.

**Farnam Courts Housing, New Haven, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design for two buildings (5 stories) with a total of 96 low-income tenants and 3 retail spaces. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants.

**Waverly Housing (Housing Authority of New Haven), New Haven, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, riser diagram design, and the electrical system design for fifteen buildings (1 to 2 story condos). Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2017. Firm of Record: Diversified Technology Consultants.

**Meriden TOD Housing, Meriden, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included lighting layout and circuiting, lighting controls layout and details, equipment and receptacle power, fire alarm system design, generator design, riser diagram design, and the electrical system design of entire building. Other responsibilities included production of electrical specifications and coordination with local utility companies and codes. Design services were completed in 2015. Firm of Record: Diversified Technology Consultants.

**UConn High Head Generator Replacement, Storrs, Connecticut**

Served as electrical engineer for the electrical design. Project responsibilities included replacement of the existing generator with a larger generator for the future capacity of additional large pumps. Other responsibilities included phasing plans, production of electrical specifications, and coordination with local utility companies and codes. Design services were completed in 2018. Firm of Record: Diversified Technology Consultants.

**Target and Walmart Rooftop Solar PV Systems, Various Stores in Connecticut, New York, New Jersey, and Maryland.**

Served as electrical engineer for the electrical design. Project responsibilities included building evaluation, building interconnection and metering, riser diagrams, inverter sizing, equipment layouts, and entire system connections (over 20MW of solar PV installed). Other responsibilities included coordination with local utility companies and codes and commissioning of each system. Design services were completed from 2014 to 2017. Firm of Record: Diversified Technology Consultants.





PROJECT ROLE  
Project Manager I

EDUCATION  
Porter and Chester, Drafting and Design 1996/1997

### SUMMARY OF QUALIFICATIONS

Jesse has 24 years of experience in plumbing and fire protection design with several years of project management and team leader. He has design and project management expertise in the areas of public/private education, commercial office, retail, public works and healthcare, warehouse /storage building design.

### RELEVANT EXPERIENCE

#### **West Bristol School, Bristol, Connecticut**

Served as Senior Plumbing/FP Engineer for the design of a new 123,000-square foot K-8 school. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas supply to the building. Design services were completed 2012. Firm of Record: (CES)

#### **CREC Ana Grace School, Bloomfield, Connecticut**

Served as Senior Plumbing/FP Engineer for the design of a 157,000-square foot k-5 school. Project responsibilities included primarily design/modeling of PFP systems and coordination within building. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas supply to the building. Design services were completed 2019. Firm of Record: (CES)

#### **CREC Aerospace and Engineering Elementary School, Bloomfield, Connecticut**

Served as Senior Plumbing/FP Engineer for the design of a 90,000-square foot k-5 school. Project responsibilities included primarily design/modeling of PFP systems and coordination within building. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas supply to the building. Design services were completed 2018. Firm of Record: (CES)

#### **Platt Technical High School, Milford, Connecticut**

Served as Senior Plumbing/FP Engineer for the design of a 208,000-square foot k-5 school. Project responsibilities included primarily design/modeling of PFP systems and coordination within building. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas supply to the building. Design services were completed 2019. Firm of Record: (CES)

#### **Emmett O'Brien Technical High School, Ansonia, Connecticut**

Served as Senior Plumbing/FP Engineer for the design & renovation of a 173,000-square foot 9-12 technical high school. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas supply to the building. Design services were completed 2009. Firm of Record: (CES)

#### **Wethersfield High School, Wethersfield, Connecticut**

Served as Senior Plumbing/FP Engineer for the design & renovation of a 255,000-square foot 9-12 high school. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation.



Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas supply to the building. Design services were completed 2014. Firm of Record: (CES)

**Waterford High School, Waterford, Connecticut**

Served as Senior Plumbing/FP Engineer for the design & renovation of a 231,000-square foot 9-12 high school. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas supply to the building. Design services were completed 2010. Firm of Record: (CES)

**Northampton Police Department Northampton, Massachusetts**

Served as Senior Plumbing/FP Engineer for the design of a 31,000-square police department and attached parking garage. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas service. Design services were completed 2008. Firm of Record: (CES)

**University of Massachusetts Police Department, Amherst, Massachusetts**

Served as Senior Plumbing/FP Engineer for the design of a 27,500-square police department /crime lab. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas service. Design services were completed 2010. Firm of Record: (CES)

**Hayden Fire Station, Windsor, Connecticut**

Served as Senior Plumbing/FP Engineer for the design of a 6,800 sq.ft building addition and interior renovation to the existing fire station from 1968. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas service. Design services were completed 2009. Firm of Record: (CES)

**Blue Hills Fire District, Bloomfield, Connecticut**

Served as Senior Plumbing/FP Engineer for the design and construction of a 7,300 sq.ft Fire Station. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and natural gas service. Design services were completed 2009. Firm of Record: (CES)

**Oak Bluffs Town Hall, Oak Bluffs, Massachusetts**

Served as Project Manager/Sr. Plumbing/Fire Protection Designer for renovations and additions to the existing town hall. Project responsibilities included oversee MEP design, coordination with OPM and architect, discuss project at town meeting(s) field investigations, Design services were completed in 2020. Firm of Record: (CES)

**Westport Weston Family YMCA, Westport, Connecticut**

Served as Project Manager/Sr. Plumbing/Fire Protection Designer for construction of a new 3,000 sq.ft Pool lodge, renovations and additions to the existing building and surrounding summer camp. Project responsibilities included oversee MEP design, coordination with OPM and architect, discuss project at town meeting(s) field investigations. Design services were completed in 2019. Firm of Record: (CES)

**Northern Dutchess Hospital, Rhinebeck, New York**

Served as Senior Plumbing/FP Engineer for the design of a 65,000-square foot medical facility including OR's, Sterilization suite and source medical gas equipment and infrastructure. Project responsibilities included primarily design of PFP systems and coordination within building, field investigation and documentation. Coordination and approval from local utility companies for installation of new domestic/fire water services and 8,000-gallon propane storage plant. Design services were completed 2013. Firm of Record: (CES)





**PROJECT ROLE**  
Senior Engineer II

**EDUCATION**  
Porter and Chester Institute, Drafting and Design Certificate, 1975 to 1977

**TRAINING**  
Confined Space Entry Initial Training (02/02/17)

## SUMMARY OF QUALIFICATIONS

Mr. Bjorkman has over 40 years of experience in Plumbing and Fire Protection design and engineering. Mr. Bjorkman has expertise in the areas of Education, Retail, Industrial, Health Care and Construction Administration. As Senior Plumbing Engineer at BL Companies, Raymond's responsibilities include all aspects of plumbing and fire protection design engineering for various projects throughout the office, field investigation and construction administration.

## RELEVANT EXPERIENCE

### **NXTHVN Art Studio, Connecticut**

Serves as Plumbing/Fire Protection Engineer for a building renovation of 35,000-sq. ft. abandoned factory into a 40,000-sq. ft. multiuse art building. Project responsibilities include load calculations and overall system design and specifications. The new building will consist of multiple artist studios, gallery, a café, several apartments, a black box theater and a great hall. The design is ongoing and consists of a Diesel Driven fire pump.

### **Wesleyan University Photovoltaic System, Middletown, Connecticut**

Served as Senior Plumbing Engineer for the Wesleyan University Photovoltaic Project. Project included design of 750 KW photovoltaic distribution system, and electrical requirements to tie system into the University's 13.2 KV electrical cogeneration distribution system. Design services were completed in 2016.

### **Rutgers University, Piscataway, New Jersey**

Served as Senior Plumbing Engineer for the design of three multi-story dormitories with campus retail on ground level and a Central Utility Plant on the Livingston Campus. Project responsibilities included primarily design, field inspections and coordination. Design services were completed in 2010.

### **Maloney High School, Meriden, Connecticut**

Served as Senior Plumbing Engineer for the design of renovations and additions to the 270,000-square foot high school. Project responsibilities included primarily design, field inspections and coordination. Design services were completed September 2013.

### **Achievement First, Amistad High School, New Haven, Connecticut**

Served as Senior Plumbing Engineer for the design of from the ground up a new college preparatory public charter school. Project responsibilities included primarily design, field inspections and contract administration work. Design services were completed in 2014 and construction completed in 2015.

### **Three Rivers Community College, Norwich, Connecticut**

Served as Senior Plumbing Engineer for the design and construction of \$66 million, 300,000 SF school on the Norwich campus. The design involved the demolition of the existing high school building and the consolidation of the two remote college campuses into a single campus, including all site utilities and surface improvements. Work included the construction of a new three-story academic wing housing science, administrative, lecture and technical training spaces, construction of a new two-story library with faculty offices, construction of a new cafeteria and kitchen, and a new dedicated central utility plant. Work also included a like-new renovation of the existing classroom wings and gymnasiums. Responsibilities included primarily design, specifications, field inspections and assisting in construction administration services. Construction phase services involved significant interaction with the State of Connecticut, faculty and staff. Design services were completed in 2006 and construction was completed in 2009.



## **Vaughn College of Aeronautics & Engineering – Residence Hall, Flushing, New York**

Served as Senior Plumbing Engineer for the design and construction of a new \$15 million, 45,000 SF, and a three-story residence building for on-site housing of students. To accommodate commodity prices and time constraints, the building was designed with the use of precast-plank and masonry bearing walls, and to accommodate sub-surface conditions, the foundation system was designed using grade beams and steel H-piles. Responsibilities included primarily design, specifications, field inspections and assisting in Construction Administration services. Design services were completed in 2006 and construction was completed in 2008.

## **Connecticut Juvenile Training School, Middletown, Connecticut**

Served as Senior Plumbing Engineer for the design and construction of a new \$6 million, 14,000 SF, single-story academic building for incarcerated students. Responsibilities included primarily design, specifications, field inspections and assisting in construction administration services. Construction phase services involved. Design services were completed in 2013 and construction was completed in 2015.

## **Norwalk Community College Health & Science Center, Norwalk, Connecticut**

Served as Senior Plumbing Engineer for the design and construction of the new \$20 million, 48,000 SF science building and renovation of 30,000 SF of existing classroom spaces. Responsibilities included primarily design, specifications, field inspections and assisting in construction administration. The project included the demolition of the existing gymnasium and the design and construction of state-of-the-art science and nurse training classrooms. Design services were completed in 2008 and construction was completed in 2010.

## **United States Merchant Marine Academy - Dormitories, Kings Point, New York**

Served as Senior Plumbing Engineer for the design and renovation of six existing student dormitories and the associated dining facility. Responsibilities included primarily design, specifications, field inspections and assisting in construction administration. The project included the complete demolition and replacement of all interior finishes, electrical systems, plumbing and HVAC systems. The project also included the design and installation of a closed-loop geothermal system to accommodate all HVAC cooling and heating loads in the dormitory complex. Design construction services commenced in 2000 and were completed in 2014.

## **East Hartford Elementary Magnet School, Glastonbury, Connecticut**

Served as Senior Plumbing Engineer for the design and construction of the new \$25 million, 66,000 SF inter-district K-5 magnet school serving 420 students. Work included the design and construction of a new 100-seat planetarium, library, gymnasium, cafeteria, kitchen, classrooms and utilities. In addition to the planetarium, this project was unique because it was partially built upon an existing mill foundation to help reduce costs and minimize the environmental impact. Project responsibilities included the primarily design, specifications, field inspections and assisting in construction administration. Design services were completed in 2011 and construction was completed in 2013.

## **Longfellow Elementary School, Bridgeport, Connecticut**

Served as Senior Plumbing Engineer for the design and construction for a 75,680 SF Pre-K to 8 school. Project responsibilities included the primarily design, specifications, field inspections and assisting in construction administration. Design services were completed in 2014 with completion set for 2016.

## **Connecticut River Academy at Goodwin College, East Hartford, Connecticut**

Served as Senior Plumbing Engineer for the design and construction for a 103,000 SF magnet high school along the banks of the Connecticut River at a cost of \$57 million. Project responsibilities included the primarily design, specifications, field inspections and assisting in construction administration. In addition, special systems were designed into the project such as solar domestic hot water system and a rainwater reclamation system for flushing toilets and urinals. Design services were completed in year 2011 with construction completed in 2013.

## **New Prospect Elementary School, Prospect, Connecticut**

Served as Senior Plumbing Engineer for the design and construction for a new Pre-K to 8 school. Project responsibilities included the primarily design, specifications, field inspections and assisting in construction administration. Design services were completed in 2013 with completion of construction in 2015.





## SEPP MARKKANEN, C.P.E.

2010 - Present GIBBONS ESTIMATING GROUP LLC, Moodus, CT

Senior Estimator

2000 - 2010 KBE Building Corp., (formerly Konover Const.), Farmington, CT

Chief Estimator / Preconstruction

### Experience University / Institutional Facilities

*(In Millions)*

Univ. of Maryland, Baltimore, Patapsco Hall Dorm. Baltimore, MD (Design-Build) - \$14.8

Univ. of Connecticut, Student Union, Storrs, CT (CM) - \$55

Univ. of Connecticut, School of Business - Accelerator, Hartford, CT (CM) - \$4.1

Univ. of Connecticut, Hilltop Dormitory, Storrs, CT (Design-Build) - \$18.4

Univ. of Virginia, Kellogg House Residence Hall, Charlottesville, VA (Design-Build) - \$14.5

James Madison Univ., Residence Hall, Harrisonburg, VA (Design-Build) - \$24.5

Western CT State Univ., Centennial Hall Res. Complex, Danbury, CT (Design-Build) - \$27

Eastern CT State Univ., Administration Building, Willimantic, CT (Design-Build) - \$7.9

Eastern CT State Univ., Science Building, Willimantic, CT (CA) \$42

The Education Connection, CT (CM) - \$4.5

Wesleyan University, Fauver Housing Project, Middletown, CT (Design-Build) - \$18

Univ. of Connecticut, Main Accumulation Area, Storrs, CT - \$16

Joseph Slifka Center at Yale, New Haven, CT \$4

### Municipal Schools

South End Elementary School, Bridgeport, CT - (CA) - \$24

V.E. Cleaves VOAG High School, Wallingford, CT - (CM) - \$16

North Haven High School, North Haven, CT - (CM) - \$64

Hamden Middle School, Hamden, CT - (CM) - \$44.4

Sheridan Academy, North Haven, CT - \$24

Noah Webster School, Hartford, CT - \$23

Jackie Robinson Middle School, New Haven, CT (CM) - \$29

Newtown High School, Newtown, CT (CM) - \$28

Katherine Brennan School, New Haven, CT - (CM) - \$8.4

Beecher School, New Haven, CT - (CM) - \$27.3

Housatonic Valley Regional High School, Falls Village, CT (CM) - \$9

Cheney-Bennett School Academy, Manchester, CT - \$13

Rogers Inter-District Magnet School, Stamford, CT - \$50

Education Hartford State Technical Institute, Hartford, CT

Associate Mechanical Engineering

University of Hartford, Hartford, CT

B.A. in Management

Certification Certified Professional Estimator

Professional Affiliations & Memberships American Society of Professional Estimators

Industry Awareness Committee, Past Chairman



BL Companies does not have any current\* business, financial, personal, or other types of relationships which may pose a conflict of interest.

*\*Within the last three (3) years*



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**STATEMENT OF QUALIFICATIONS & WORK PLAN**

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## INTRODUCTION

Since 1986, BL Companies has provided complete architecture, planning, engineering, environmental and land surveying services for a range of clients including municipalities, public school systems, state agencies and regional councils of governments. Ranked among the Top 500 Design Firms in the US by Engineering News-Record, our team is composed of exceptional design professionals with the knowledge and drive to provide the Town of Fairfield with a superior level of service for this on-call contract. BL Companies has over 375 staff company-wide, with over 175 professionals located in our Connecticut offices.

## EXPERIENCE

BL Companies has provided similar services on many projects for Schools and Municipalities. Additional experience as well as detailed information is provided elsewhere in the proposal, but a summary of relevant experience is located below.

### **Waterbury Schools Boilers & Chillers | Waterbury, CT**

BL Companies provided mechanical, electrical, plumbing and HVAC engineering services to the City of Waterbury as part of an energy improvement program. Work included boiler replacements, chiller replacements and control upgrades for six of their school buildings – Wilby High School, North End Middle School, Crosby High School and Wallace Middle School Building, Kennedy High School, West Side Middle School, and Chase Building.

### **Stamford Public Schools Projects | Stamford, CT**

BL Companies was selected by the City of Stamford and Viking Construction to provide on-call services for Stamford High School, Springdale Elementary School, and the Academy of Information Technology & Engineering. BL Companies provided specific services for each project which includes, interior and exterior design upgrades, code improvements, Mechanical, Electrical, Plumbing and Structural Engineering design services as well as Bid support and Construction Administration.

### **Stamford Public Schools Valve Replacement and Boiler Modernization | Stamford, CT**

BL Companies provided services to Stamford Public Schools for work including detailed demolition documents for the existing central steam boiler plant, heat exchangers, peripheral steam systems, and hot water heating pumps; new construction drawings and specifications for new high efficiency hot water boilers, standalone domestic hot water plant, high efficiency variable speed pumps, and new control valves throughout the building. This project was submitted to the utility for incentive financing and rebates.

### **Stillmeadow Elementary School HVAC Replacement | Stamford, CT**

BL Companies provided engineering services for this HVAC replacement project. Work included detailed demolition plans for existing heating/ventilating units, new work plans and specifications for package gas/electric heating/ cooling RTUs, coordinated structural and electrical design, and coordination with client.

### **Stonington High School Energy Study and HVAC Improvements | Stonington, CT**

BL Companies provided services for this building energy study. BL leveraged our staff expertise as an energy manager to provide and help implement real solutions. This project included Building Envelope Inspections, Thermal Imaging, HVAC system inspections/ assessments, and a graphic report/ recommendation. At the request of the owner, BL Companies performed a technical inspection of the roof mounted air conditioning equipment to generate detailed refurbishment specifications.

### **Coventry Schools Boiler Replacements | Coventry, CT**

BL provided the designed replacement of existing hot water boilers at the Coventry Highschool and Nathan Hale Middle School. Each boiler system was thoroughly documented to generate drawings of the existing conditions. New condensing boilers were incorporated into this system as an energy efficient replacement solution, converting the system from fuel oil to a new natural gas service. The design was completed in Spring 2017 with construction completed in Fall 2017.

### **Energy Improvements | Coventry, CT**

BL provided an energy-based building improvement feasibility analysis. This included documenting all existing equipment and conditions, locating potential improvements to reduce building energy use, full detailed design for oil to gas boiler conversion/ replacements, schematic design for energy improvements, and cost estimates for recommended improvements. Project responsibilities included attending meetings with the Town and responsible committee, performing an enhanced ASHRAE Level 1 energy audit, calculating estimated energy reduction and potential payback, creating schematic design documents for energy improvements, providing construction cost estimates for energy improvements, and creating construction documents for three separate replacement boiler systems.

### **HVAC and Electrical Assessment | Guilford, CT**

BL Companies provided facility energy assessments at three public schools in the Town of Guilford. This project consisted of site visits to document the existing mechanical equipment and electrical distribution service. A report was generated detailing the existing equipment, expected life expectancy, and recommendations for planned replacements, including cost estimates for energy efficient replacement options. An energy model was generated to compare various energy conservation measures' estimated payback and life cycle costs. The reports generated were presented to the town building committee for budgeting capital improvement expenditures.



## PROJECT TEAM

BL Companies has assembled an experienced team of professionals committed to ensuring that this project is completed in a timely, accurate and cost-effective manner. BL Companies is committed to ensuring that the key members of the project team will be devoted to this project. The staff identified below are the staff assigned to this project. A full organization chart as well as full resumes for key personnel are included elsewhere in the submission.

### Client Relationship Manager – Blair Richardson, PE, CGD, CEM

The BL Companies team will be headed by Client Relationship Manager, Blair Richardson, PE, CGD, CEM. Mr. Richardson has over ten years of experience in HVAC/ Mechanical Engineering, Energy Audits, Commissioning, and Construction with expertise in the areas of Commercial, Multi-Family, Manufacturing, K-12 Schools, Higher Education, and High End Residential. As Senior Mechanical Engineer at BL Companies, Mr. Richardson's responsibilities include providing clients an energy efficient design that balances first cost with lifecycle savings, selecting equipment and control strategies for ease of installation and optimal life time performance, advocating for his clients best interests during every step of the design process, leveraging his expertise in building design and construction to reduce the need for change orders, and demonstrating overall excellence in the field of customer service. Mr. Richardson is very familiar with the City of Waterbury and Waterbury Public Schools, having worked on several similar projects in Waterbury over the last few years. Relevant local experience includes the **Waterbury Schools Boiler and Chiller Upgrades, Tinker Elementary School Boiler Replacement, and Maloney School Chiller Replacement in Waterbury, CT** as well as several HVAC, code, and energy improvement projects in **Stamford, Coventry, and Stonington, CT**.

### Project Manager – Shawn Poulin

The Project Manager for this contract will be Shawn Poulin. Mr. Poulin has 13 years of experience in HVAC/Mechanical Engineering. As Project Manager I at BL Companies, Shawn's responsibilities include developing project fees, schedules, and scope, as well as running the daily assigned projects and developing overriding project concepts and constraints while managing projects using assigned staff. Relevant experience includes **Harlem Hebrew Language Academy in New York, NY** as well as the **University of Connecticut Phillips Communication Science Building and Gant Science Building in Storrs, CT**.

### Mechanical Engineering – Jesse Vose, PE, Rebecca Ford PE, & Phillip Anderson

Mechanical Engineering tasks will be lead by Jesse Vose, PE who brings more than 24 years of experience in the design, analysis, and specification of mechanical systems. He has expertise in the areas of healthcare, K-12 education, college & university, commercial, cultural, residential, retail, and industrial projects. As Senior Project Manager at BL Companies, Jesse's responsibilities include managing mechanical, electrical, plumbing, and fire protection engineers in order to meet or exceed client expectations and schedules. Jesse places great importance on the collaboration and coordination between project team members, including architects, clients, building owners, building end users, various engineering disciplines, consultants, building officials, contractors, and others, in order to successfully design and complete projects. Relevant experience includes **Cutler Elementary School and West Side Elementary School in Groton, CT, Ponus Ridge School in Norwalk, CT, and Johnson Middle School and Rockwell Middle School in Bethel, CT**. He will be supported by Project Engineers Rebecca Ford and Phillip Anderson.

### Electrical Engineering – Jason Pintek, PE, LEED AP, Michael Bensch, PE, & Brian Poeltl

Electrical Engineering tasks will be led by Jason Pintek, PE, LEED AP. Mr. Bensch is who is a licensed professional engineer and LEED accredited professional with over 30 years of experience in consulting engineering design, construction documents, and construction administration. Jason has expertise in the areas of mixed use residential, K-12 and higher education, and commercial/industrial facilities. As senior project manager at BL Companies, Jason's responsibilities include working on all aspects of a project including client interaction, design, building services coordination, construction documentation, construction administration and project closeout. Relevant experience includes **Cutler Middle School and West Side Middle School in Groton, CT** as well as **Johnson Middle School and Rockwell Middle School in Bethel CT, Holland Hill Elementary School in Fairfield, CT, and Sports Medical and Science Academy Magnet High School in Hartford, CT**. He will be joined by Principal Engineer Michael Bensch, PE as well as Project Engineer Brian Poeltl.

### Plumbing Engineering – Jesse Van Camp, CPD & Raymond Bjorkman

Plumbing Engineering will be led by Jesse Van Camp, CPD who brings over Jesse has 24 years of experience in plumbing and fire protection design with several years of project management and team leader. He has design and project management expertise in the areas of public/private education, commercial office, retail, public works and healthcare, warehouse /storage building design. Relevant experience includes **West Side Middle School in Groton, CT, CREC Ana Grace School and CREC Aerospace & Engineering Elementary School in Bloomfield, CT, and Platt Technical High School in Milford, CT**.

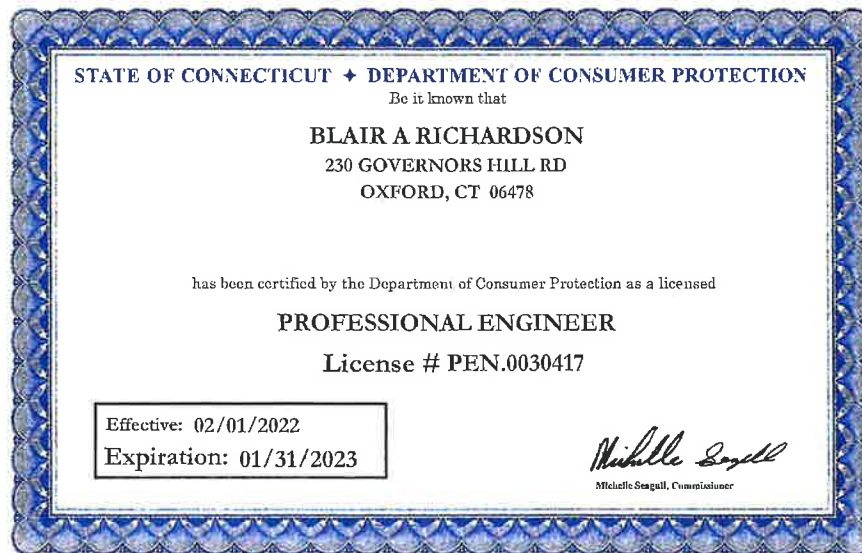
## STAFF CAPACITY & ADDITIONAL RESOURCES

With over 375 full-time employees and 45 MEP engineers, BL Companies has ample staffing to accommodate this project. In addition to the commitment of the key personnel shown herein, BL Companies coordinates weekly company-wide scheduling to maintain the ability to staff assignments on an "as needed" basis and stands ready to commit the required resources to provide an exceptional level of service through to the completion of all contract requirements. Our depth of experienced and available staff is critical to our success as a firm – with so many team members available to help we are able to keep projects on schedule.

## REGULATIONS AND LICENSES

The BL Companies team is well-versed in the Federal and State laws and regulations governing HVAC assessment and design. With over 120 years of combined experience, our discipline leads have completed hundreds of HVAC and school projects. Additionally, BL Companies and its team members also have all the required licensure to successfully complete this project. Licenses have been provided on the following pages.











## PROJECT APPROACH

For our on-call contracts, BL Companies begins by assigning a senior professional as a primary point of contact for our client. That individual begins by meeting with the client to understand their needs, objectives, and established protocols for contracting and executing on-call assignments. It will be his or her responsibility to ensure that our project staff assigned to any of the on-call services understand the scope of work, contractual obligations and required protocols to be followed. That individual also becomes the client's single source for delegating project services, regardless of scope or required design disciplines.

Each on-call assignment has its own procedures for procurement of specific services following execution of the on-call agreement. We would anticipate providing a detailed scope of services, schedule, and fee for any requested assignment, which would be used by Waterbury BOE to release the work through a purchase order, task letter, or other vehicle related to the on-call agreement. Once proper authorization for work has been executed, the staff assigned to the project would be gathered for a project kick-off, where scope, schedule, budget, and outcomes are discussed. Lines of communication with the specific client representative(s) would also be established. Even though there is a primary point of contact for the general on-call contract, a specific project may have a project manager or senior technical person as the project point of contact based on specific project needs and efficiency of communication. Over time, we try to make sure that the client develops relationships with several of our professionals so there are alternate points of contact for prompt attention in the event that one of the contacts is unavailable.

Depending on the size and schedule of the project, we would establish regular progress meetings and milestone submission dates, where appropriate, to assure that the City's project representative(s) are informed of project status and can review documents to verify compliance with the scope. Upon completion of construction documents, our team can assist with preparation of bid documents if requested. During the construction phase we can provide comprehensive construction administration services.

At all phases of a project, communication is the key to a successful outcome. It will be our primary project contact's responsibility to assure that this occurs. Should the City's representative feel that the services are not meeting expectations, our primary point of contact for the on-call contract is always at the ready to resolve the situation. In addition, a principal is assigned to each on-call contract to check in on our performance and to serve as a high-level contact for our clients.

At the end of a project, we will follow through on any closeout procedures that the BOE has established as part of their project protocol. This will assist in maintaining an accurate record of the project and ensure that warranty information is on file related to products and equipment that were included in the work.

All of the staff assigned to this project are available to work on any assignments for this on-call contract. We understand that responsiveness and quick turnaround is critical in an on-call contract. Our corporate office is located in the City of Meriden with additional support available from our Hartford office. In addition to the key staff assigned to this contract, we have roughly 175 employees throughout Connecticut and over 350 employees overall from which we can draw support as needed.

## ABILITY TO MEET SCOPE REQUIREMENTS

Services for on-call projects can be wide ranging with respect to the needs required to address a project's scope of work. Our experienced team has been involved in many different types of building projects from on-call service contracts and are ready to address any type of project a municipality may have planned. Our familiarity with the Waterbury Public Schools and BOE staff will make participation in this on-call seamless. We have experience in almost every School in the district, with detailed knowledge of the central heating and cooling systems in place.



We have been a part of building needs assessment projects that investigate a building's conditions to identify elements that may need repair and/or replacement. From that we have prepared short and long-range capital improvement plans enabling municipalities to plan for capital expenditures.

BL has a diverse team with wide ranging experience, vast networks of professional resources, and relationships with vendors representing the full spectrum of MEP systems. Our team has significant experience working in existing buildings to integrate modern infrastructure. We take a custom approach to every new construction, renovations, and addition projects. From comprehensive design, code review, and energy modeling; to HVAC modernization, electrical upgrades, and construction cost estimating. This is just an example of what our firm can do. We treat every project the same, small or large, with personal attention from the project manager and the team. Every project is important to BL Companies and gets our full attention. We pride ourselves on providing small firm attention to our clients, but with large firm resources.

Our work does not stop at design, we can provide construction administration services as part of the work to ensure that the work is being constructed in accordance with the design documents. BL has completed many projects involving a variety of regulatory agencies including Fire Marshalls, Building and Code Inspectors and Officials, CTDEEP, CTDOT, EPA, FEMA, and more. Additionally

BL Companies has the ability and availability to provide engineering services meeting all standards and codes used in design for basic services including:

- Pre-Design Evaluation
- Cost Estimating (partner firm)
- Condition Survey and Report
- Schematic Design
- Design Development
- Contract Documents
- Bidding/Award
- Construction Administration
- Resident Project Representation (RPR)
- Commissioning

## REGULATORY & MUNICIPAL EXPERIENCE

BL has held on-call contracts with multiple municipal, state, and institutional clients including:

### On-Call Municipal Contracts

- On-Call MEP Engineering Services, Manchester, CT
- On-Call MEP Engineering Services for Stamford BOE, Stamford, CT
- On-Call MEP Engineering and Architectural Services, Hartford, CT
- On-Call Architecture/Engineering Services, New Britain, CT
- On-Call Engineering & Survey Services, Meriden, CT
- On-Call Consulting Services, Canton, CT

### Connecticut Department of Administrative Services Division of Construction Services

- On-Call Architecture Services, Statewide, CT
- On-Call Mechanical, Electrical & Plumbing Services, Statewide, CT

### University of Connecticut Contracts

- On-Call Architectural Services, Storrs, CT
- On-Call Civil & Structural Engineering Services, Storrs, CT
- On-Call Mechanical, Electrical, and Plumbing Design Services, Storrs, CT



BL focuses on developing our employee owners professionally and personally through leadership training, technical training, obtaining individual certifications, and encouraging professional licensure. We have made investment in our employee owners a pillar of our business model. Through this investment our team possesses a wide variety of professional licensure and certifications including:

Examples of Professional License and Certifications held by our MEP staff include:

- LEED Certifications
- Certified Energy Manager (CEM)
- Certified Plumbing Designer (CPD)
- Certified Lighting Efficiency Professionals (CLEP)
- Certified Lighting Designer (CLD)
- Project Management Professionals (PMP)
- Registered Professional Engineers (Electrical, Mechanical)
- OSHA: Confined Space, 10 Hour, 40 Hour, Aerial Lift

Other Professional Licenses and Certifications held by BL Employees

- Registered Architects
- Registered Professional Engineers (Structural, Civil)
- Registered Professional Land Surveyors
- Licensed Environmental Professionals (LEP)
- Asbestos Designer, Inspector, Manager, and Monitors
- Lead Designer, Inspector, and Risk Assessor



## SERVICES EXPECTED OF THE BOE

The following services are expected to be provided by the Board of Education in order for BL Companies to provide the required services:

- Provide Consultant with lawful access to the Site.
- Provide a Survey of site in a usable AutoCAD format (when available).
- Provide Geotechnical reports (when available).
- Provide Prototype drawings in a usable AutoCAD format (when available).
- Provide Any documents, including certifications, which Consultant is requested to sign shall be provided to Consultant at least seven days before the execution deadline.
- Provide Any as-builts or record documents.



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**INFORMATION RE: FAILURE TO COMPLETE WORK, DEFAULT, & LITIGATION**

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Information Regarding: Failure to Complete Work, Default, and Litigation  
BL Companies' responses are below in **red**.

- a. Have you ever failed to complete any work awarded to you? **No. However, in the interest of full disclosure, BL Companies was terminated for convenience pursuant to a November 2010 contract with the Waterbury Development Corporation. While we do not believe that this is the intent of the question, we wanted to be transparent about that contract twelve years ago.**
- b. Have you ever defaulted on a contract? If so, where and why? **No.**
- c. Is there any pending litigation which could affect your organization's ability to provide these services? If so, please describe. **No.**
- d. Has your company ever had a contract terminated for cause within the past five years? **No.**
- e. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. **Yes, see following page for details.**
- f. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details. **No.**
- g. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware? **No.**



## **Pending**

Rosemarie Laviero v. City of Bristol, Inland Wetlands Commission, Walter Veselka, P.E., P.W.L.F., Paul Strawderman, P.E., Raymond A. Rogozinski, P.E., BL Companies, Inc., Derek Kohl, P.E., Shultz Corporation, The Hanover Insurance Company  
United States District Court, District of Connecticut; Case No. 3:18-CV-02065-SRU

Plaintiff is an aggrieved adjacent homeowner to a culvert replacement project. Plaintiff has complained of trespass, unlawful taking, violation of wetlands regulations and improper drainage, amongst other allegations. The majority of the allegations do not concern the design but are focused on the construction. BL feels that its design met the standard of care and will vigorously defend. BL, as well as the other two remaining defendants, have filed for summary judgment. We are waiting for the judge to rule.

Estate of Rachel Patterson a/k/a Rachel Patterson, Deceased, by and through Lance Patterson, Administrator 26 Gardenia Drive, Monticello, NY 12701 v. Rockefeller Group International, Inc. 1271 Avenue of the Americas, 24<sup>th</sup> Fl, NY, NY 10020  
Court of Common Pleas, Lehigh County, Trial Division  
This suit is in its infancy.

## **Closed – Either settled or withdrawn**

Lida DiPalmo v. Rite Aid of New Jersey, Inc.; Rite Aid Corporation; Crane Oil Co., Inc.; Ronald Guarro and Leslie Guarro; Floyd L. Witta; BL Companies, Inc.; Doe Dischargers (1-10); Doe Owners and Operators (1-10); DOR Remediation Companies (1-10)  
Superior Court of New Jersey Gloucester County Law Division; Docket No. GLO-L-230-21  
Settled March 2022

PPL Electric Utilities Corporation v. UGI Corporation and Great Western Services, Inc. v. BL Companies, Inc.  
Court of Common Pleas, Monroe County, No. 2015-00378  
Settled March 2021

Boch Realty, Inc. v. J.H. Lynch & Sons, Inc. v. United Consultants, Inc.; Chase Precast, Inc., A Division of Oldcastle Precast, Inc.; Oldcastle Precast, Inc.; Robert A. Landino, P.E.; BL Companies, Inc.; Centerplan Companies, LLC; Carlos A. Quintal, P.E.; and CAQ Engineering Associates, Inc.  
Superior Court Department, Commonwealth of Massachusetts, Norfolk; Docket No. 17-0458  
Dismissed on Motion to Strike October 2019

Jacob Beraman, and Mankoff Developments, LLC v. BL Companies, Inc.  
Superior Court, Judicial District of New Haven at New Haven  
Dismissed on Motion of Non-Suit September 2019

Christina Jackson v Costco, Gary Michael, Dennis Michael, BL Companies & Graham LTD  
Superior Court, Judicial District of New Haven at Meriden  
Dismissed on summary judgment August 2018

H-K Properties, LLC v. East Brook F, LLC, East Brook W, LLC, East Brook T, LLC, BL Companies, Northeast Retail Leasing and Management Co., LLC, Wilcox Excavating Company, Orlando Annulli & Sons, Inc.  
Connecticut Superior Court, Judicial District of Hartford at Hartford, Docket No. HHD-CV-13-6037986-S  
Settled June 2017

Brito v. Diguisepppe, Home Depot & Levittown LP v. WD Partners & BL Companies  
Bucks County, Court of Common Pleas, No. 2013-09015  
Withdrawn June 2017

Brandon Smith vs. BL Companies, Inc. and James Fielding  
Connecticut Superior Court, Judicial District of Fairfield at Bridgeport  
Gregg Fisk vs. BL Companies, Inc. & James Fielding  
Connecticut Superior Court, Judicial District of Fairfield at Bridgeport  
Dismissed on summary judgment 2017



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**EXCEPTIONS & ALTERNATIVES**

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BL Companies Connecticut, Inc. respectfully suggests the following alternatives to the RFP Document attached.



**5. Contract Time.** The term of this Contract shall be for a period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

~~5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project.~~ The Contractor ~~further~~ agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

#### **INSERT COMPENSATION TERMS**

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.



**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7208 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, ~~defend,~~ and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all ~~claims,~~ suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees ~~arising out of or resulting from the~~ delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused ~~in whole or in part~~ by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

to the extent caused by the Contractor's negligent

directly

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this



Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, ~~defend~~, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless ~~and defend~~ the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, ~~defend~~ and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the



#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services,



equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

As it pertains to both Sections 13 and 14 above, the City agrees that if a claim arises from the City's reuse or modifications to the Instruments of Professional Services without Contractor's prior written consent, Contractor shall not be responsible for such claim and the City will indemnify and hold harmless Contractor from any losses or damages incurred by Contractor as a direct result of such claim.

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.



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**QUALITY ASSURANCE & DISCIPLINARY ACTION STATEMENT**

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## ► INTRODUCTION

The following is a summary of the Quality Assurance ("QA") process for BL Companies. It is understood that true quality assurance begins with an individual's ownership of his or her role in the project and desire for professional excellence. The Project Manager will ultimately be responsible for the QA on his or her project but the entire project team also plays a critical role as described below.

This Quality Assurance Plan applies to the control of quality throughout the four professional departments of BL Companies (Architecture, Engineering, Land Surveying and Environmental) and establishes general guidelines. Each Department has established its own QA Plan(s) which specify the procedures for independent checking and review of calculations, design drawings, reports and technical specifications for adherence to contract requirements, design criteria, deliverable format, level of completeness, regulatory criteria, compatibility with associated deliverables, procurement, and constructability, as appropriate.

## ► DEFINITIONS

Quality is a distinguishing element or characteristic of excellence that defines the deliverables BL Companies produces. Quality can be defined as:

- Producing a professional product that meets the industry standard of care and is intended to produce the desired results for the client.
- Quality assurance is the process that defines the level of quality that is required and how it will be achieved using quality control tools. QA also includes a method of monitoring compliance with the firm's quality requirements.
- Quality control is the process implemented throughout the development of the deliverable to ensure that the deliverable meets the goals and objectives of the project.

## ► GOAL

The goal of this Quality Assurance Plan is to define tools and methods to be used in a quality control process that result in quality deliverables that comply with the industry standard of care while meeting client expectations.

## ► RESPONSIBILITIES

It is the responsibility of the Project Manager and the project team to work towards the following:

- Create and communicate an awareness and a process for professional quality within the project team and, if applicable, its subconsultants.
- Produce the deliverable(s) in accordance with applicable specifications and guidelines, industry practice and standard of care.
- Deliver a quality product that meets the project's requirements.

## ► COMMUNICATION

The Project Manager, the project team, the Department Director and the client should be communicating throughout the project.

- Internal communication within the project team – if one discipline makes a change, that change needs to be communicated to the Project Manager so that he or she can evaluate the impact and communicate to other team members.



- Internal communication by the Project Manager – depending on the size and complexity of the project, regular status meetings should occur as frequently as necessary. Changes to the schedule as well as project changes need to be communicated. Meeting minutes should be circulated following the project status meetings.
- Critical communication needs to occur in person. An e-mail confirmation or follow-up could occur but if the communication is critical, e-mail should not be the primary vehicle for communication.
- External communication by the Project Manager with the client may need to occur on an ongoing and consistent basis through project status reports or regular phone calls or meetings.
- All communication, especially design and schedule changes, needs to be documented. Project team members at all levels should communicate across disciplines and within disciplines. All team members are responsible for sharing new information, changes made, how their piece may impact other parts of the project, etc. Communication is not dependent on the role a particular team member plays – it is incumbent on all.

### ► QUALITY ASSURANCE PROCESS

The following is an outline of the primary steps involved with the Quality Assurance process for BL Companies. All projects are unique and vary in size, timeframe and complexity. Therefore, the list below is a guideline for the process. Each Department has modeled its QA Plan(s) off of this one and each PM will determine what is needed for his or her specific project based on the size, complexity, type and client.

#### Proposal Review

The Project Manager is responsible for assembling the proposal for the client.

- The Project Manager may initiate a start-up scope of work review meeting with the client, if required by the client or by the project's complexity, and provide appropriate personnel at that meeting.
- A site visit may be conducted, with the appropriate technical staff, if warranted prior to drafting the proposal or the site may be reviewed as a desktop study.
- The Project Manager will prepare the technical proposal and/or scopes of work as part of the BL/client contract in consultation with other discipline leads, if it is a multi-discipline project.
- Before being sent to the client, a quality review of the proposal may be done depending on the project's complexity.
  - This review should be non-technical and the reviewer should read for grammatical mistakes, spelling errors and comprehension. This could be done by an administrative assistant or a peer.
  - A technical review of the scope and fees should also be done by the Project Manager's Director or supervisor or a qualified peer.

No work should begin without a signed contract.

#### Kick-Off Meeting

Upon signing the contract, a kick-off meeting should be held and lead by the Project Manager. In some instances, the kick-off meeting may include the client and any subconsultants hired for the project.

For internal kick-offs, the meeting may consist of a two-person discussion for a few minutes or a more extensive meeting with several disciplines. The project team will review the contract for an understanding of the specified requirements.



The kick-off meeting may include personnel such as the Department Director and should include Phase Managers, staff members and the personnel scheduled to perform quality control tasks. Activities of the meeting may include:

- Distributing an outline of the project team (organizational chart) and explaining responsibilities.
- Reviewing the contract and project scope.
- Reviewing the Job Safety Analysis (JSA) as well as any other safety documents and protocols including incident reporting.
- Reviewing the schedule and required deliverables including milestone quality checks and appropriate checklists.
- Scheduling coordination update meetings, whether they be internal or external, and the frequency, documentation and duration of such meetings. Phase managers, staff members and the technical personnel performing the quality checks should be included in the update meetings.
- Discussing project challenges and critical items.
- Discussing project communications and any confidentiality requirements.

The kick-off meeting should be documented and saved in the project file.

### Project Work Plan

Every project above \$10,000 should be using the Project Work Plan.

- The Project Work Plan is a compilation of documents and processes used in managing a project and should be used by the entire project team.
- The Project Work Plan is located on the intranet under Project Management.
- All of the documents and tools referenced throughout this Quality Assurance Plan are found in the Project Work Plan.

### Schedule

Every project should have an internal schedule.

- If it is a small project, a schedule may consist of a single due date by which a scope of work needs to be completed.
- If it is a large, complex project, the schedule could include the following:
  - Milestones that detail the deliverable due date,
  - Dates that the deliverable should go to the BL QC reviewer,
  - Dates by which the QC review should be complete,
  - Dates by which any corrections should be incorporated into the deliverable.

It is also recognized that some projects have constantly changing schedules and occasionally, no schedule at all. The Project Manager and team members should do their best to keep other team members, including the QC reviewer, apprised of any changes to the schedule.



## Organizational Chart

Depending on the project size and complexity, projects may need an organizational chart.

- For any project, a list of the project team members and each team member's responsibility is helpful to anyone who comes to the project after the kick off. The information may be relatively simple showing the Project Manager, technical lead and QC reviewer.
- As a general guideline, any project over a \$50,000 fee should consider putting together an organizational chart.
  - This chart could show the Project Manager, technical staff, phase managers and QC reviewers and their roles and responsibilities.
  - The organizational chart could include client names and roles and subcontractor or subconsultant names and roles, if applicable.
  - For complex projects, the chart may show the technical QC reviewers as well as the overall QA reviewer such as a Director.
- The chart should be distributed at the kick-off meeting.
- The Project Manager should make clear the channels of communication between all of the parties including the client, subconsultants and subcontractors.

## Safety

- Every project should begin with a JSA.
- If the JSA indicates that further safety measures are warranted, the Project Manager should coordinate the completion of a Job Hazard Analysis (JHA) or a project-specific Health and Safety Plan (HASP).
- Safety measures, protocols and hazards should be communicated at the kick-off meeting.
- If the project changes, the safety forms may need to be revised to take into account a different scope of work.

## Project Status Meetings

Depending on the size, complexity and schedule of the project, the Project Manager may establish internal project status meetings.

- Meetings should inform the project team as to changes in areas such as schedule, client needs and field conditions.
- Meetings should be documented through meeting minutes and saved to the project file.
- The Project Manager and each Phase Manager should periodically review the deliverables as well as the budget to track progress.

## Project Status Reports

Depending on the size, complexity, schedule and client requirements for the project, the Project Manager could develop regular project status reports for the client. These can be formal memoranda, weekly progress e-mails or a scheduled check-in phone call followed up with a confirming e-mail. Project status reports are especially important on hourly projects.



## Internal Departmental and Multi-Discipline Processes and Standard Operating Procedures

A quality check should be performed on every deliverable. At a minimum, drawings, specifications and reports should undergo a QC check. Other items that provide direction to external parties and could become part of the project record such as a letter, e-mail, RFI response, etc. may also be given a check by a second person. With larger projects, there may be a series of checks. With smaller projects, there may be only one check before the deliverable is sent out. Regardless of the size of the project, all checks should be documented using the QA Tracker. The QA Tracker should track the date the deliverable was reviewed, who performed the check and what was reviewed.

### ▪ **Checklists**

- Each Department has checklists to use for checking plans or reports.
- The size and type of project, deliverable required, client, etc. will determine which checklists to use.

### ▪ **Large, complex projects**

- Quality checks may be done at 30% completion, 60% completion, 90% completion, 100% completion and CD completion or at alternative milestones such as preliminary design, semi-final design, final design.
- If there is more than one discipline involved with the project, those disciplines also need similar milestone checks.
- A meeting with all discipline leads to review all the plans at the same time (walk-around) should take place at the advanced milestone checks.
- Sufficient time needs to be built into the schedule to accomplish the milestone checks as well as the final quality control check at the end of the project and to implement revisions resulting from the quality control checks.
- A firm cut-off date for design changes should be built into the schedule for a particular deliverable.
- Any design changes after that will be captured in subsequent addenda.

### ▪ **Project Specific Quality Assurance Plan (PSQAP)**

- If required in the project-specific contract or if the Project Manager determines that the project is complex enough to require it, the Project Manager will prepare a PSQAP. The PSQAP may contain all the elements of this QA Plan but will be tailored to the unique requirements of the specific project.

### ▪ **Standard Operating Procedures**

- If there are standard operating procedures that a Department follows, these should be reviewed at the kick-off meeting.

## Project Close-Out

- When a project is finished, the Project Manager should close out the project in accordance with the Project Closeout Policy.

## ► **MEASURABLE OBJECTIVES**

Through its audit process conducted by the Safety Committee, QA/QC Committee and Project Management Committee, BL Companies is able to monitor adherence to its processes. Required adherence should be based on project characteristics, client requirements and departmental-specific QA Plans.

## ► **DISCIPLINARY ACTION STATEMENT**

BL Companies has not been subject to any disciplinary action by any state or federal regulatory body within the past seven (7) years.



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COST PROPOSAL





## Hourly Billing Rates January 1, 2022

<u>Classification:</u>	<u>Hourly Rate:</u>
Senior Principal	260
<b><u>ENGINEERING</u></b>	
Principal Engineer	230
Senior Project Manager	210
Project Manager	185
Senior Engineer	195
Project Engineer	170
Job Captain	155
Staff Engineer	100
Senior Designer	125
Designer	110
CADD Operator	95
Senior Construction Manager	195
Senior Construction Administrator	145
Construction Administrator	125
Project Coordinator	100
Construction Coordinator	85
Administrative Assistant	85

## Hourly Billing Rates January 1, 2023

<u>Classification:</u>	<u>Hourly Rate:</u>
Senior Principal	265
<b><u>ENGINEERING</u></b>	
Principal Engineer	235
Senior Project Manager	215
Project Manager	190
Senior Engineer	200
Project Engineer	175
Job Captain	160
Staff Engineer	105
Senior Designer	130
Designer	115
CADD Operator	100
Senior Construction Manager	200
Senior Construction Administrator	150
Construction Administrator	130
Project Coordinator	105
Construction Coordinator	90
Administrative Assistant	90



## Hourly Billing Rates January 1, 2024

<u>Classification:</u>	<u>Hourly Rate:</u>
Senior Principal	270
<b><u>ENGINEERING</u></b>	
Principal Engineer	240
Senior Project Manager	220
Project Manager	195
Senior Engineer	205
Project Engineer	180
Job Captain	175
Staff Engineer	110
Senior Designer	135
Designer	120
CADD Operator	105
Senior Construction Manager	205
Senior Construction Administrator	150
Construction Administrator	135
Project Coordinator	110
Construction Coordinator	95
Administrative Assistant	95



REIMBURSABLE EXPENSE	RATE
FEDEX	VARIES
MILEAGE	.585 (IRS STANDARD RATE)
B&W COPY 11x17	.20
B&W COPY 8.5x11	.10
COLLATE & BIND WITH ACETATE	3.99
COLOR COPY 11x17	.90
COLOR COPY 8.5x11	.45
COLOR PLOT PER SQ FT	2.00
COLOR PLOT WITH FOAM BOARD	9.00
COLOR SCAN PER SQ FT	2.00
COURIER SERVICES PER HOUR	82.50
LAMINATED COVERS 11x17	9.49
LAMINATED COVERS 8.5x11	5.99
POCKET	1.45
B&W PLOT PER SQ FT	.25





## **GIBBONS ESTIMATING GROUP LLC**

**Construction Estimating Services**

**72 Falls Bashan Road  
Moodus, CT 06469**

**Tel: 860-891-9005**

**Cell: 860-301-8010**

### **Estimating Rates Menu 2022**

Principal	\$150/hr
Senior Estimator	\$130/hr
Estimator	\$100/hr
Support Personnel	\$ 65/hr



8



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**FORMS**

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**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7181  
ATTACHMENT A  
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

Walsh School boiler replacement.

(Service or Commodity Covered by Contract)

04/17/2020-present

(Term of Contract)

Hopevill boiler replacement.

(Service or Commodity Covered by Contract)

04/10/2021-present

(Term of Contract)

Kingsbury boiler replacement.

(Service or Commodity Covered by Contract)

09/07/2021-present

(Term of Contract)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☒ X

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐



**CITY OF WATERBURY  
BOARD OF EDUCATION**

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.


2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

BL Companies Connecticut, Inc.

(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

03/29/2022  
Date

Derek A. Kohl, PE, President & Owner  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.


Full Legal Name and address of Recipient, Vendor, or Contractor:

BL Companies Connecticut, Inc.  
355 Research Parkway  
Meriden, CT 06450

Print Name and Title of Authorized Representative:

Derek A. Kohl, PE

Signature of Authorized Representative:



Date: 03/29/2022



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: Meriden

County of New Haven

Derek A. Kohl, PE being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President/Owner** of BL Companies Connecticut, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1	BL Companies is an employee owned company and no individual owns 25% of stock.		
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None			
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None	
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business







**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )  
 ) ss Meriden

County of New Haven )

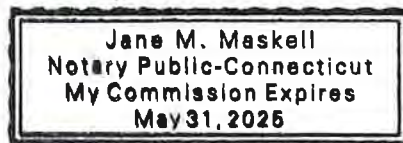
Derek A. Kohl, PE

being duly sworn,  
BL Companies

deposes and says that he/she is President/Owner of Connecticut, Inc. and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 29th day of March 2022.  
Jane M. Maskell  
(Notary Public)

My Commission Expires: May 31, 2025





**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7181  
ATTACHMENT C**

**Non-collusion and Acknowledgement Affidavit of the Proposer**

**(Must be submitted as part of Proposal)**

**KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
235 GRAND STREET, ROOM 103  
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	03/21/2022	4	
2		5	
3		6	



**CITY OF WATERBURY  
BOARD OF EDUCATION**

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

34-2021431

Social Security Number  
Name  
or Federal Identification Number




Signature of Individual or Corporate  
State of Incorporation: Connecticut

Derek A. Kohl, PE-President/Owner

Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name: Derek A. Kohl, PE-President/Owner

By:   
(Title)

Business Address: 355 Research Parkway, Meriden, CT 06450  
(City, State, Zip Code)

Phone: 203.630.1406

Date: 03/29/2022

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

**END OF ATTACHMENT C**



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP # 7181  
ATTACHMENT F  
Contractor Qualification Statement**

**(Must be submitted as part of Proposal)**

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

**SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

**SUBMITTED BY:**

**NAME:** Derek A. Kohl, PE

**BUSINESS NAME:** BL Companies Connecticut, Inc. ( ☒ ) Corporation

( ☐ ) Partnership

**OFFICE ADDRESS:** 355 Research Parkway ( ☐ ) Individual

Meriden, CT 06450 ( ☐ ) Joint Venture

( ☐ )

**Other** \_\_\_\_\_

**PRINCIPAL OFFICE:** BL Companies, Inc.

**BUSINESS TELEPHONE NUMBER:** 203.630.1406

**BUSINESS FAX NUMBER:** 203.630.2615

**BUSINESS EMAIL ADDRESS:** DKohl@blcompanies.com

**(NOTE: Attach separate sheets as required)**

1. How many years has your organization been in business?

BL Companies, Inc. 08/08/1986-36 years

2. How many years has your organization been in business under its present business name?

BL Companies Connecticut, Inc. 10/07/2004 -18 years

3. If a Corporation OR LLC, answer the following:

**Date of Incorporation:** October 7, 2004

**State of Incorporation:** Connecticut

**President/Member:** Derek A. Kohl, PE

**Vice Presidents/Members:** Jennifer Marks, PLS

**Secretary/Member:** Rainer Muhlbauer, AIA

**Treasurer/Member:** N/A



**CITY OF WATERBURY  
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: N/A

State of Operation: \_\_\_\_\_

Officers and Titles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List contracts on hand (other than existing contracts with the City of Waterbury).  
Schedule these, showing amount of each contract and the appropriate anticipated dates of  
completion/expiration:

See Attached.

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

We have never failed to complete work awarded or defaulted on a contract.



**CITY OF WATERBURY  
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

There are no business, financial or other types of relationships that would pose a conflict of interest with providing services to the City.

8. List your major equipment available for this contract.

N/A

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

<u>Manager, MEP Engineering</u>	<u>Justin Kababik, PE/203.980.3658</u>
(Title)	(Name / Telephone Number)

<u>Project Manager</u>	<u>Blair Richardson, PE/860.519.3323</u>
(Title)	(Name / Telephone Number)

<u>Senior Project Manager</u>	<u>Jesse Vose, PE/860.266.0390</u>
(Title)	(Name / Telephone Number)



**CITY OF WATERBURY  
BOARD OF EDUCATION**

**The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.**

10. Dated at 3:01 this 29 day of March, 20 22

Name of Contractor:

BL Companies Connecticut, Inc.

By:

Derek A. Kohl

Derek A. Kohl, PE

(Print and sign name of duly authorized principal)

Title:

President/Owner

**END OF ATTACHMENT F**





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/21/2021

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

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

PRODUCER Smith Brothers Insurance, LLC. 3 National Drive Glastonbury, CT 06033	CONTACT NAME: Kristen D. Kane	
	PHONE (A/C, No, Ext): (860) 430-3258 FAX (A/C, No):	
	E-MAIL ADDRESS: kkane@SmithBrothersUSA.com	
INSURED  BL Companies Connecticut, Inc. 355 Research Parkway Meriden, CT 06450	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Beazley America Insurance Company, Inc.	16510
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liab			C11AE5211001	6/17/2021	6/17/2022	E.L. DISEASE - POLICY LIMIT \$
A				C11AE5211001	6/17/2021	6/17/2022	Each Claim 1,000,000
							Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT. RETRO DATE: FULL PRIOR ACTS.

## CERTIFICATE HOLDER

## CANCELLATION

For Proposal

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kimberly S. Connolly*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2022

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

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

<b>PRODUCER</b> Smith Insurance Brown & Brown of Connecticut 55 Capital Blvd. Rocky Hill CT 06067	<b>CONTACT NAME:</b> Sarah Nave <b>PHONE (A/C, No, Ext):</b> (860) 739-3322 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Sarah.Nave@bbrown.com																					
<b>INSURED</b> BL Companies Connecticut, Inc. 355 Research Parkway Meriden CT 06450	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Farmington Casualty Company</td><td>41483</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Charter Oak Fire Insurance Company	25615	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	Farmington Casualty Company	41483	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 22 BL Companies CT**REVISION NUMBER:**

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

SR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	P-630-5196P353-COF-22	01/17/2022	01/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-2L856447-22	01/17/2022	01/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-0K902256-22	01/17/2022	01/17/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  Valuable Papers	N/A	Y	UB-9J126132-22	01/17/2022	01/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Location \$500,000
A				P-630-5196P353-COF-22	01/17/2022	01/17/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**BL Companies Connecticut, Inc.  
355 Research Parkway

Meriden

CT 06450

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sarah Nave

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**COST PROPOSAL – REVISED**

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**May 9, 2022**



# HOURLY RATES

## Hourly Billing Rates January 1, 2022

<b><u>Classification:</u></b>	<b><u>Hourly Rate:</u></b>
Senior Principal	260
<b><u>ENGINEERING</u></b>	
Principal Engineer	220
Senior Project Manager	200
Project Manager	170
Senior Engineer	175
Project Engineer	150
Job Captain	155
Staff Engineer	100
Senior Designer	120
Designer	100
CADD Operator	90
Senior Construction Manager	195
Senior Construction Administrator	150
Construction Administrator	130
Project Coordinator	95
Construction Coordinator	85
Administrative Assistant	85



# HOURLY RATES

## Hourly Billing Rates January 1, 2023

<b><u>Classification:</u></b>	<b><u>Hourly Rate:</u></b>
Senior Principal	265
<b><u>ENGINEERING</u></b>	
Principal Engineer	225
Senior Project Manager	205
Project Manager	175
Senior Engineer	180
Project Engineer	155
Job Captain	160
Staff Engineer	105
Senior Designer	125
Designer	105
CADD Operator	95
Senior Construction Manager	200
Senior Construction Administrator	155
Construction Administrator	135
Project Coordinator	100
Construction Coordinator	90
Administrative Assistant	90



# HOURLY RATES

## Hourly Billing Rates January 1, 2024

<u>Classification:</u>	<u>Hourly Rate:</u>
Senior Principal	270
 <u>ENGINEERING</u>	
Principal Engineer	230
Senior Project Manager	210
Project Manager	180
Senior Engineer	185
Project Engineer	160
Job Captain	165
Staff Engineer	110
Senior Designer	130
Designer	110
CADD Operator	100
Senior Construction Manager	205
Senior Construction Administrator	160
Construction Administrator	140
Project Coordinator	105
Construction Coordinator	95
Administrative Assistant	95



## REIMBURSABLES

REIMBURSABLE EXPENSE	RATE
FEDEX	VARIES
MILEAGE	.585 (IRS STANDARD RATE)
B&W COPY 11x17	.20
B&W COPY 8.5x11	.10
COLLATE & BIND WITH ACETATE	3.99
COLOR COPY 11x17	.90
COLOR COPY 8.5x11	.45
COLOR PLOT PER SQ FT	2.00
COLOR PLOT WITH FOAM BOARD	9.00
COLOR SCAN PER SQ FT	2.00
COURIER SERVICES PER HOUR	82.50
LAMINATED COVERS 11x17	9.49
LAMINATED COVERS 8.5x11	5.99
POCKET	1.45
B&W PLOT PER SQ FT	.25



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

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

State of Connecticut

SS.: Meriden

County of New Haven

Derek A. Kohl, PE, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President/Owner** of BL Companies Connecticut, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1	BL Companies is an employee owned company and no individual owns 25% of stock.		
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None			
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None	
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

Julia DeFrances  
Witness

Derek A. Kohl  
Name of Corporate Signatory

355 Research Parkway, Meriden, CT 06450  
Address of Business

Affix  
Corporate  
Seal

By: Derek Kohl  
Name of Authorized Corporate Officer

Its: President/Owner  
Title



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )  
 ) SS Meriden

County of New Haven )

Derek A. Kohl, PE

being duly sworn,  
BL Companies

deposes and says that he/she is President/Owner of Connecticut, Inc. and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 29th day of March 2022.  
Jane M. Maskell  
(Notary Public)

My Commission Expires: May 31, 2025

Jane M. Maskell  
Notary Public-Connecticut  
My Commission Expires  
May 31, 2025



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 6/1/2022**

**To:** Margaret Cherubini  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

BL Companies Connecticut, Inc.  
355 Research Parkway  
Meriden, CT 06450

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

NJO/wmf

  
Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury





**ESSER/ARP Monthly Expenditure Report**  
**June 2, 2022 BOE Workshop**

**ESSER I**

Beginning Date March 2020  
 Ending Date September 2022

**Total Grant : \$9,394,519**

**Public Portion** - \$8,462,310  
 \$8,447,944 YTD Exp/Enc  
 \$14,366 YTD Balance

**Non-Public Portion** - \$ 932,209  
 \$927,474 YTD Exp/Enc  
 \$4,735 YTD Balance

**ESSER II**

Beginning Date December 2020  
 Ending Date September 2023

**Total Grant : \$41,651,124**

\$10,112,583 YTD Exp/Enc  
 \$31,538,541 YTD Balance

**ARP ESSER III**

Beginning Date May 2021  
 Ending Date September 2024

**Total Grant : \$89,691,176**

\$5,109,632 YTD Exp/Enc  
 \$84,581,544 YTD Balance





### Detail of Encumbrance/Expenditures

**ESSER I** Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing  
Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging  
Carts; Data Switches & Wireless Headphones  
HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC  
Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.  
Covid staff testing fees;  
Fire safety equipment  
Bilingual materials  
PPE/Health & Safety Supplies; Handwashing Stations

**ESSER II** GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.  
Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL  
Transportation for Summer School; Summer school program supplies  
Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment  
Translation Services  
SEL Curriculum  
Technology Professional Development Training  
Portrait of Graduate Development and Assessment  
CTE Supplies and Wilby Greenhouse Renovation  
Food Service Deficit;  
Facility Study  
Administrative Costs - Contracted Project Manager Services; Contracted Legal Services  
Design Services – Auditorium Upgrades; Air Handler Units; Mechanical Upgrades & Rotella Boiler





**ARP ESSER III** (2) PT Crisis Youth Intervention Clinicians;  
Extra Class Stipends for Teachers covering shortage areas;  
Partners in Education (CT Center for School Change);  
Outside Counsel Legal Fees for ARP ESSER Contracts;  
Curriculum Update- Pear Deck & Legends of Learning;  
Instructional Supplies & Equipment (School Principals)  
Resources to Support Curriculum(Home Learning);  
Equity Training Services  
State Street Playground Equipment  
HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement.



# ***Waterbury Board of Education***

**FY2021-2022**

**April  
Expenditure Report**



ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$9,148,549	\$9,148,549	\$7,170,171	\$0	\$1,978,378	\$8,819,778	\$328,771
511102	Teachers	\$60,583,833	\$58,376,271	\$41,955,866	(\$2,915)	\$16,423,320	\$58,625,901	(\$249,630)
511104	Superintendent	\$241,463	\$241,463	\$200,027	\$0	\$41,436	\$246,463	(\$5,000)
511106	Early Incentive Certified	\$825,000	\$825,000	\$1,098,612	\$0	(\$273,612)	\$1,068,612	(\$243,612)
511107	Certified Coaches	\$770,000	\$770,000	\$467,742	\$0	\$302,258	\$770,000	\$0
511108	School Psychologists	\$1,780,814	\$1,285,814	\$868,545	\$0	\$417,269	\$1,203,902	\$81,912
511109	School Social Workers	\$1,982,826	\$1,982,826	\$1,240,761	\$0	\$742,065	\$1,734,912	\$247,914
511110	Speech Pathologists	\$2,320,964	\$2,320,964	\$1,807,996	\$0	\$512,968	\$2,246,426	\$74,538
511111	Ass. Superintendent	\$153,000	\$153,000	\$131,423	\$0	\$21,577	\$163,154	(\$10,154)
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$4,249	\$0	\$100,751	\$105,000	\$0
511201	Non-Certified Salaries	\$2,582,448	\$2,582,448	\$1,164,964	\$0	\$1,417,484	\$2,338,481	\$243,967
511202	Clerical Wages	\$1,127,953	\$1,127,953	\$819,667	\$0	\$308,286	\$1,021,854	\$106,099
511204	Crossing Guards	\$350,579	\$350,579	\$298,059	\$0	\$52,520	\$392,981	(\$42,402)
511206	Educational	\$508,703	\$508,703	\$152,281	\$0	\$356,422	\$375,000	\$133,703
511212	Substitute Teachers	\$150,000	\$150,000	\$260,400	\$33,030	(\$143,430)	\$265,134	(\$115,134)
511215	Cafeteria Aides	\$80,000	\$80,000	\$15,044	\$0	\$64,956	\$80,000	\$0
511217	Library Aides	\$185,775	\$185,775	\$66,800	\$0	\$118,975	\$103,008	\$82,767
511219	School Clerical	\$1,977,776	\$1,977,776	\$1,413,470	\$0	\$564,306	\$1,902,634	\$75,142
511220	Fiscal Administration	\$592,955	\$592,955	\$410,211	\$0	\$182,744	\$536,825	\$56,130
511222	Transportation Coordinator	\$111,666	\$111,666	\$88,045	\$0	\$23,621	\$111,666	\$0
511223	Office Aides	\$170,000	\$170,000	\$108,911	\$0	\$61,089	\$141,320	\$28,680
511225	School Maintenance Non-Certified	\$2,406,618	\$1,806,618	\$1,279,067	\$0	\$527,551	\$1,893,006	(\$86,388)
511226	Custodians Non-Certified	\$5,816,675	\$4,716,675	\$3,610,943	\$0	\$1,105,732	\$4,916,675	(\$200,000)
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$119,196	\$0	\$130,804	\$145,000	\$105,000
511228	Paraprofessionals	\$10,764,977	\$9,064,977	\$6,922,447	\$0	\$2,142,530	\$9,683,883	(\$618,906)
511229	Bus Duty	\$250,000	\$250,000	\$2,984	\$0	\$247,016	\$375,000	(\$125,000)
511232	Attendance Counselors	\$124,517	\$124,517	\$87,916	\$0	\$36,601	\$116,328	\$8,189
511233	ABA Behaviorial Therapist	\$1,756,450	\$1,256,450	\$906,513	\$0	\$349,937	\$1,306,499	(\$50,049)
511234	Interpreters	\$190,522	\$190,522	\$106,182	\$0	\$84,340	\$139,612	\$50,910
511236	Snow Removal	\$0	\$0	\$73,151	\$0	(\$73,151)	\$4,805	(\$4,805)
511238	Swing SSPP	\$0	\$0	\$7,247	\$0	(\$7,247)	\$57,913	(\$57,913)
511650	Overtime	\$640,000	\$640,000	\$650,338	\$0	(\$10,338)	\$640,000	\$0
511653	Longevity	\$11,515	\$11,515	\$10,155	\$0	\$1,360	\$9,750	\$1,765
511700	Extra Police Protection	\$551,773	\$551,773	\$102,904	\$0	\$448,869	\$551,773	\$0
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$141,694	\$0	\$65,975	\$207,669	\$0
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$0
529001	Car Allowance	\$75,000	\$75,000	\$49,221	\$0	\$25,779	\$75,000	\$0
529003	Meal Allowances	\$19,800	\$21,800	\$18,781	\$2,950	\$69	\$19,800	\$2,000
<b>Subtotal Salaries</b>		<b>\$114,814,820</b>	<b>\$108,214,258</b>	<b>\$79,831,985</b>	<b>\$33,065</b>	<b>\$28,349,208</b>	<b>\$108,395,764</b>	<b>(\$181,506)</b>



ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533000	Professional Services	\$1,850,000	\$1,450,000	\$1,157,112	\$41,305	\$251,584	\$1,400,000	\$50,000
533009	Evaluation	\$12,500	\$2,500	\$1,649	\$0	\$851	\$1,649	\$851
533020	Consulting Services	\$337,125	\$337,125	\$176,870	\$91,738	\$68,517	\$337,125	\$0
533100	Auditing	\$52,955	\$52,955	\$52,955	\$0	\$0	\$52,955	\$0
539005	Sporting Officials	\$35,000	\$7,000	\$2,267	\$0	\$4,733	\$2,267	\$4,733
539008	Messenger Service	\$24,978	\$31,524	\$22,578	\$8,946	\$0	\$31,524	\$0
543000	General Repairs & Maintenance	\$1,263,103	\$1,528,103	\$1,142,135	\$332,202	\$53,766	\$1,578,103	(\$50,000)
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$513,004	\$188,520	\$28,476	\$730,000	\$0
544002	Building Rental	\$562,674	\$575,674	\$505,679	\$30,244	\$39,751	\$575,674	\$0
545002	Water	\$270,000	\$270,000	\$136,853	\$0	\$133,147	\$270,000	\$0
545006	Electricity	\$3,129,855	\$3,054,855	\$2,339,748	\$0	\$715,107	\$2,980,253	\$74,602
545013	Security/Safety	\$125,000	\$125,000	\$74,597	\$47,287	\$3,116	\$125,000	\$0
551000	Pupil Transportation	\$16,856,266	\$16,756,266	\$10,020,171	\$5,211,616	\$1,524,479	\$15,523,615	\$1,232,651
553001	Postage	\$60,000	\$60,000	\$32,577	\$0	\$27,423	\$60,000	\$0
553002	Telephone	\$250,000	\$250,000	\$109,703	\$4,866	\$135,431	\$150,000	\$100,000
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$3,910	\$3,151	\$86,539	\$93,600	\$0
556055	Tuition - Outside	\$9,700,000	\$12,252,562	\$5,938,820	\$1,961,064	\$4,352,678	\$12,198,489	\$54,073
556056	Purchased Service - Outside	\$3,000,000	\$3,400,000	\$1,841,064	\$1,003,355	\$555,581	\$3,400,000	\$0
557000	Tuition Reimbursement	\$6,000	\$16,000	\$2,516	\$0	\$13,484	\$16,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$890	\$0	\$19,110	\$5,000	\$15,000
559001	Advertising	\$20,000	\$13,000	\$1,847	\$1,110	\$10,043	\$2,957	\$10,043
559002	Printing & Binding	\$15,000	\$22,000	\$7,760	\$13,062	\$1,178	\$22,000	\$0
559104	Insurance - Athletics	\$26,000	\$21,036	\$21,036	\$0	\$0	\$21,036	\$0
<b>Subtotal Purchased Services</b>		<b>\$38,440,056</b>	<b>\$41,069,200</b>	<b>\$24,105,742</b>	<b>\$8,938,465</b>	<b>\$8,024,993</b>	<b>\$39,577,247</b>	<b>\$1,491,953</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,620,000	\$1,567,629	\$1,072,389	\$389,635	\$105,605	\$1,567,629	\$0
561200	Office Supplies	\$71,840	\$78,854	\$42,002	\$28,004	\$8,849	\$78,854	\$0
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$1,679	\$197	\$125	\$1,876	\$124
561210	Intake Center Supplies	\$3,500	\$3,500	\$2,626	\$802	\$72	\$3,428	\$72
561211	Recruitment Supplies	\$50,000	\$50,000	\$21,457	\$15,709	\$12,833	\$37,166	\$12,834
561212	Medicaid Supplies	\$12,500	\$12,500	\$1,127	\$1,428	\$9,944	\$12,500	\$0
561501	Diesel	\$125,865	\$132,885	\$101,111	\$14,992	\$16,782	\$132,885	\$0
561503	Gasoline	\$35,000	\$162,000	\$62,276	\$29,851	\$69,873	\$162,000	\$0
561505	Natural Gas	\$1,666,000	\$1,658,980	\$1,559,465	\$0	\$99,515	\$1,849,680	(\$190,700)
561507	Janitorial Supplies	\$200,000	\$200,000	\$102,222	\$94,240	\$3,538	\$200,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$22,030	\$12,892	\$15,079	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$104,000	\$75,176	\$23,322	\$5,502	\$100,000	\$4,000
561510	Building & Ground Supplies	\$150,000	\$245,000	\$166,169	\$58,097	\$20,734	\$245,000	\$0
561511	Propane	\$331,219	\$204,219	\$176,761	\$3,317	\$24,142	\$204,219	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$29,058	\$4,211	\$6,732	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,653	\$0	\$347	\$2,000	\$0
569010	Recreational Supplies	\$15,000	\$15,000	\$12,037	\$0	\$2,964	\$15,000	\$0
569029	Athletic Supplies	\$130,000	\$137,401	\$92,290	\$42,248	\$2,864	\$137,401	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$4,604,924</b>	<b>\$4,665,968</b>	<b>\$3,541,527</b>	<b>\$718,942</b>	<b>\$405,499</b>	<b>\$4,839,638</b>	<b>(\$173,670)</b>



ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Property</b>								
575008	Furniture-Misc.	\$50,000	\$7,874	\$240	\$4,656	\$2,978	\$7,464	\$410
575200	Office Equipment	\$160,000	\$160,000	\$50,130	\$97,155	\$12,715	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$32,931	\$6,032	\$1,037	\$40,000	\$0
<b>Subtotal Property</b>		<b>\$250,000</b>	<b>\$207,874</b>	<b>\$83,301</b>	<b>\$107,843</b>	<b>\$16,730</b>	<b>\$207,464</b>	<b>\$410</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,000	\$13,000	\$10,035	\$2,340	\$625	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$17,251	\$0	\$3,449	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,281	\$0	\$219	\$9,281	\$219
589201	Mileage	\$20,000	\$18,000	\$3,516	\$0	\$14,484	\$7,000	\$11,000
589205	Coaches Reimbursements	\$7,000	\$7,000	\$1,365	\$0	\$5,635	\$1,365	\$5,635
589900	Dues & Publications	\$60,000	\$64,500	\$60,463	\$154	\$3,884	\$64,500	\$0
591002	Transfer to Sinking Fund	\$0	\$3,950,000	\$0	\$0	\$3,950,000	\$5,104,042	(\$1,154,042)
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$65,600	\$19,150	\$50,250	\$135,000	\$0
<b>Total Other/Miscellaneous</b>		<b>\$265,200</b>	<b>\$4,217,700</b>	<b>\$167,510</b>	<b>\$21,644</b>	<b>\$4,028,546</b>	<b>\$5,354,888</b>	<b>(\$1,137,188)</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$107,730,065</b>	<b>\$9,819,959</b>	<b>\$40,824,976</b>	<b>\$158,375,000</b>	<b>\$0</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	<b>\$27,881,827</b>	<b>\$27,881,827</b>	<b>\$20,017,018</b>	<b>\$0</b>	<b>\$7,864,809</b>	<b>\$27,881,827</b>	<b>\$0</b>
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$0	\$675,000
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
<b>Total Additional Funding</b>		<b>\$31,506,827</b>	<b>\$31,506,827</b>	<b>\$20,017,018</b>	<b>\$0</b>	<b>\$11,489,809</b>	<b>\$0</b>	<b>\$3,625,000</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$189,881,827</b>	<b>\$189,881,827</b>	<b>\$127,747,083</b>	<b>\$9,819,959</b>	<b>\$52,314,785</b>	<b>\$0</b>	<b>\$3,625,000</b>



**P6141.51(a)****Instruction****Advanced Courses or Programs, Eligibility Criteria for Enrollment****Purpose**

The Board of Education (Board) believes in the basic principle that academic rigor and the opportunity to accelerate learning are powerful motivators for students to meet intellectual challenges and excel in the academic environment. The Board supports advanced courses and programs that promote academic acceleration. All students at the high school level will be provided an opportunity to participate in a rigorous and academically challenging curriculum.

The Board encourages students to pursue rigorous, challenging academic coursework such as, but not limited to, honors classes, dual enrollment, dual credit, advanced placement classes, International Baccalaureate courses, and the Cambridge International Program.

The Board, to encourage student participation in advanced courses or programs, will communicate information about advanced courses or programs to students and parents; offer district-wide counseling to students about the benefits of advanced level courses and programs; and annually report on District progress toward increasing students' readiness and participation for advanced courses or programs. The benefits of advanced coursework opportunities are not limited to one particular model.

**Definitions**

An **"advanced course or program"** is defined as an honors class, advanced placement class, International Baccalaureate program, Cambridge International Program, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by the Board of Education in grades 9-12, inclusive.

**"Prior academic performance"** means the course or courses that a student has taken, the grades received for each course, and a student's grade point average.

**Procedures/Criteria/Guiding Principles**

The following District and school-level principles will contribute to fostering greater equity in student participation in advanced courses or programs:

1. Provide a Program of Studies that outlines courses available and course sequence that makes later advanced coursework a viable option;
2. Create multiple access points to advanced courses and programs, allowing students to access these programs at various points of their high-school experience;



## **P6141.51(b)**

### **Instruction**

#### **Advanced Courses or Programs, Eligibility Criteria for Enrollment**

##### **Procedures/Criteria/Guiding Principles (continued)**

3. Use only enrollment access criteria that are educationally necessary;
4. Use multiple methods by which a student may satisfy eligibility criteria for enrollment, including but not limited to:
  - a. Recommendations from teachers, administrators, school counselors, or other school personnel;
  - b. Criteria not exclusively based on a student's prior academic performance;
  - c. Use of a student's prior academic performance must rely on evidence-based indicators of how a student will perform in an advanced course or program;
  - d. GPA improvement over time;
  - e. Scoring near benchmark on local assessments;
  - f. Student interests and persistence.
5. Offer a robust set of student supports, which may include tutoring, access to technology, and support from school counselors, that help all students succeed in advanced courses or programs; and
6. Publish and disseminate materials that encourage all students to participate in advanced courses and programs and provide opportunity for electronic translation.

This equitable course enrollment policy is based on rigorous learning opportunities for all students in elementary and middle grades. High school students willing to accept the challenge of a rigorous academic curriculum shall be admitted to an advanced course or program as defined in this policy.

District administrators and school counselors shall advise students and parents/guardians of the opportunity to participate in advanced courses or programs as defined in this policy. When students' success plans are prepared and revised, the academic component shall include appropriate preparatory courses and advanced course and program participation. Staff shall also encourage students to take challenging courses.



## **Instruction**

### **Advanced Courses or Programs, Eligibility Criteria for Enrollment**

#### **Procedures/Criteria/Guiding Principles (continued)**

The Board seeks an equitable course enrollment policy that limits prerequisites and entrance requirements to those that are directly related to a student's potential for success so that no single measure excludes their participation.

Advanced courses or programs must comply with applicable District policies and state standards and this policy must be in accordance with SDE promulgated guidance.

The Superintendent or his/her designee shall ensure the development and/or identification of program stipulations, eligibility criteria, student attendance and/or identification of procedures for students encountering difficulty and/or wishing to drop advanced courses.

## **Evaluation**

The Superintendent or designee will review annually data on student participation in advanced courses or programs, the data shall be disaggregated by race, gender, English learner, and Special education. Such data will be used during the planning process for course and program offerings in the upcoming school year.

(cf. 6141.4 – Independent Study)

(cf. 6141.5 – Advanced College Placement)

(cf. 6172.1 – Gifted and Talented Students)

(6141.52 – Challenging Curriculum Policy)

(cf. 6141.7 – Honors Programs)

(cf. 6172.6 – Virtual/Online Courses)

Legal Reference:      Connecticut General Statutes  
                                 P.A. 21-199 Section 3  
                                 10-221r Advanced placement course program. Guidelines.  
                                 District Guidance for Developing an Advanced Course Participation Policy





## P.A. 21-199 Section 3 – Student Enrollment in an Advanced Course or Program

~Page 1~

**Section 3** of this legislation requires each local and regional board of education to adopt a policy or revise an existing one, not later than July 1, 2022, concerning the eligibility criteria for student enrollment in an advanced course or program. The policy, according to the legislation, shall provide for multiple methods by which a student may satisfy the eligibility criteria for enrollment in an advanced course or program, including, but not limited to, recommendations from teachers, administrators, school counselors or other school personnel.

The eligibility criteria are not to be based exclusively on a student's prior academic performance and that any use of a student's prior academic performance shall rely on evidence-based indicators of how a student will perform in an advanced course or program.

As used in section 3 of the Act, effective July 1, 2021, **“advanced course or program”** means an honors class, advanced placement class, International Baccalaureate program, Cambridge International program, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by a local or regional board of education in grades nine to twelve, inclusive.

**“Prior academic performance”** is defined by the legislation as the course or courses that a student has taken, the grades received for such course or courses and a student's grade point average.

Any policy adopted or revised and implemented under section 3 of P.L. 21-199 is required to be in accordance with guidance provided by the State Department of Education (SDE).

### Policy Implications

A new policy, #6141.51, “Advanced Courses or Programs-Eligibility Criteria for Enrollment,” has been developed and follows for your consideration. This becomes a new mandated policy beginning with the 2022-2023 school year.







## P.A. 21-199 Section 5 – Challenging Curriculum Policy

~Page 1~

**Section 5** of P.A. 21-199, “An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development,” requires each board of education to adopt a challenging curriculum policy by July 1, 2022, that aligns with State Department of Education (SDE) guidance.

The challenging curriculum policy shall include, but need not be limited to, the following:

1. Criteria for the identification of students in grades eight and nine who may be eligible to take or enroll in an advanced course or program; and
2. The requirement that these students have an academic plan.

An “**advanced course or program**” as defined in the legislation means an honors class, advanced placement class, International Baccalaureate program, Cambridge International Program, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by a local or regional board of education in grades nine to twelve, inclusive.

The academic plan must be designed to enroll the student in one or more advanced courses or programs and allow the student to earn college credit or result in career readiness.

Furthermore, the academic plan must be aligned with the following:

1. the courses or programs currently offered by the board of education;
2. the student’s student success plan;
3. the high school graduation requirements established in state law; and

4. any other board-adopted policies or standards relating to student enrollment eligibility for advanced courses or programs.

The Act allows a student or his or her parent/guardian to decline to implement the academic plan’s provisions.

### Policy Implications

This section of the Act is closely aligned with the provisions of Section 3 of P.A. 21-199. Section 3 of this legislation requires boards of education to adopt a policy or revise an existing one, also not later than July 1, 2022, concerning the eligibility criteria for student enrollment in an advanced course or program. The policy, according to the legislation, shall provide for multiple methods by which a student may satisfy the eligibility criteria for enrollment in an advanced course or program, including, but not limited to, recommendations from teachers, administrators, school counselors or other school personnel.

As used in section 3 of the Act, effective July 1, 2021, “advanced course or program” means an honors class, advanced placement class, International Baccalaureate Program, Cambridge International Program, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by a local or regional board of education in grades nine to twelve, inclusive. The definition is the same for Section 5.

Any policy adopted or revised and implemented under section 5 of P.L. 21-199, similar to section 3, is required to be in accordance with guidance provided by the State Department of Education (SDE).





## P.A. 21-199 Section 5 – Challenging Curriculum Policy

~Page 2~

A new policy, #6141.51, “Advanced Courses or Programs-Eligibility Criteria for Enrollment,” has been developed regarding the requirements of section 3 of this legislation. That policy becomes a new mandated policy beginning with the 2022-2023 school year. That policy refers to enrollment criteria for advanced courses or programs offered by a school district in grades 9 through 12.

Section 5 of the Act speaks to criteria for the identification of students in grades eight and nine who may be eligible to take or enroll in an advanced course or program. A new “challenging curriculum policy” has been developed, and follows for your consideration.

Policy #6141.52 is a mandated policy beginning with the 2022-2023 school year.





## P6141.52(a)

**Instruction****Challenging Curriculum Policy (Criteria for Identification of Eligible Grade 8, 9 Students)**

The Board of Education (Board) believes academically advanced courses and/or programs are designed to motivate students to understand rigorous content. The Board recognizes its responsibility to identify these students in grades 8 and 9, in compliance with Section 5 of P.A. 21-199, and to provide them with appropriate instructional adaptations and services. Any student who is capable of and wishes to do advanced course work or take an accelerated course or program, as detailed in this policy should be permitted to do so in grades 9-12

An “**advanced course or program**” as defined in this policy means an honors class, advanced placement class, International Baccalaureate Program, Cambridge International Program, dual enrollment, dual credit, early college or any other advanced or accelerated course or program offered by the Board. Such courses or programs are specifically designed to extend, enrich, and/or accelerate the standard school program in order to meet the needs of District students.

The Board’s goal is to create a culture of deliberate excellence through its commitment to all students who have the capability, potential, or motivation to access advanced academic curriculum and instruction. The Board desires to nurture potential in all students and to challenge students with advanced capabilities through differentiation and responsive instruction. The needs of advanced and high potential learners will be equitably addressed across all populations.

In compliance with Section 5 of P.A. 21-199, the Board adopts this “challenging curriculum policy” aligned with State Department of Education (SDE) guidance. This policy includes, as required, the criteria for the identification of students in grades 8 and 9 who may be eligible to take or enroll in an advanced course or program, as defined, and that such identified students have an academic plan. Priority placement will be given to students identified as gifted, as per policy #6172.1, “Gifted and Talented Students.”

**Criteria**

For purposes of this policy, the focus is on students who possess or demonstrate high levels of ability in one or more content areas when compared to their chronological peers in the District and who would benefit from advanced courses or programs in order to achieve in accordance with their capabilities.



## **Instruction**

### **Challenging Curriculum Policy (Criteria for Identification of Eligible Grade 8, 9 Students)**

#### **Criteria (continued)**

The Superintendent or his/her designee will develop procedures for an ongoing identification process that includes multiple measures in order to identify student strengths in intellectual ability, creativity or a specific academic area. The identification process shall include consideration of all students including those who are English language learners and those with Individualized Education Plans or 504 Plans. Students may be found within any socially defined group such as: racial, ethnic, or socioeconomic group; within any nationality; gender; English learners; and within populations of students with disabilities.

#### **Identification Process**

The Superintendent or his/her designee will identify a multistep process, which shall consist of assessment of eligibility and placement/enrollment.

Detailed information will be made available on the District website regarding this policy and the procedures used to identify students who would benefit from enrollment in advanced courses or programs.

#### **Academic Plan**

Each identified student shall develop an academic plan with school counselors from grade 8 or 9 through grade 12. The plan shall be reviewed annually. The plan is to include a list of courses and learning activities/programs in which the student will engage while working toward the fulfillment of graduation requirements. The plan is to include a list of courses and learning activities/programs in which the student will engage while working toward the fulfillment of graduation requirements.

The student's academic plan must be designed to enroll the identified student in one or more advanced courses or programs and allow the student to earn high school and college credit or result in career readiness.



## **Instruction**

### **Challenging Curriculum Policy (Criteria for Identification of Eligible Grade 8, 9 Students)**

#### **Academic Plan (Continued)**

The academic plan must be aligned with the following:

1. the courses or programs currently offered by the Board of Education;
2. the student success plan;
3. the high school graduation requirements established in state law; and
4. any other Board-adopted policies or standards relating to student enrollment eligibility for advanced courses or programs.

A student or his or her parent/guardian have the right to decline the implementation of the provisions of the academic plan.

(cf. 6141.4 – Independent Study)

(cf. 6141.5 – Advanced College Placement)

(cf. 6141.51 – Advanced Courses or Programs-Eligibility Criteria for Enrollment)

(cf. 6141.7 – Honors Programs)

(cf. 6172.1 – Gifted and Talented Students)

(cf. 6172.6 – Virtual/Online Courses)

Legal Reference:      Connecticut General Statutes  
                                 P.A. 21-199 Section 5  
                                 10-221r Advanced placement course program. Guidelines.  
                                 District Guidance for Developing an Advanced Course Participation Policy



**P6148(a)****Instruction****FAFSA Completion Program**

The Board of Education (Board) recognizes that college, for many students, continues to be an important pathway that helps to provide students with the necessary skills for work and for lifelong learning. In addition, research has indicated the students who complete the Free Application for Federal Student Aid (FAFSA) are more likely to attend college with financial aid.

Many Connecticut students, eligible for college, fail to complete the FAFSA each year, resulting in the loss of funds that could help support their postsecondary education.

The Board acknowledges that Connecticut has, for eligible school districts, implemented a FAFSA Completion Challenge (Challenge). This Challenge is based on the premise that FAFSA completion is strongly associated with postsecondary enrollment and outcomes. Students who complete the FAFSA, in greater numbers, attend college directly from high school in comparison to non-completers.

*Note: The statewide FAFSA Challenge is a partnership between the State Department of Education (SDE) and the Connecticut College and Career Readiness Alliance. This partnership aims to strengthen postsecondary access and enrollment by raising FAFSA completion rates among high school seniors.*

Therefore, the Board, through this policy, sets as a goal a District initiative to improve the completion rates for FAFSA among grade 12 students and students in District adult education programs. This goal aims to strengthen District efforts to improve postsecondary enrollment and student outcomes and to make it easier for students to attend postsecondary education.

The Superintendent and/or designee will initiate new strategies to increase yearly student FAFSA completion rates. The Board may accept gifts, grants, and donations, including in-kind donations, to implement this policy.

As a currently SDE designated alliance district, the Board will add to the list of goals that it includes in its application to the Commissioner of Education for alliance district funds the goal of implementing its policy to improve FAFSA completion rates by grade 12 and for adult education students.

As required, the Board will publish and make available on the District website the annual FAFSA student completion rate for the graduating class of each high school within the District.



Legal Reference: Connecticut General Statutes

P. A. 21-199 An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development, Sect. 6, 7, 8.

Policy adopted:





## P.A. 21-199, Sections 6, 7, & 8: Improvement of FAFSA Completion Rates

-Page 1-

These sections of the Act pertain to efforts to be taken by boards of education to improve the completion rates for the Free Application for Federal Student Aid (FAFSA) application.

The Act, in *Section 6*, requires boards of education to adopt a policy, by July 1, 2022, to improve the completion rates for FAFSA among grade 12 students or students in adult education programs. It allows boards to accept gifts, grants, and donations, including in-kind donations, to implement the adopted policy provisions.

*Section 7* of the Act adds to the list of goals that a board of education may include in its application to the Commissioner of Education for alliance district funds, the goal of implementing its policy to improve FAFSA completion rates by grade 12 and adult education students (see §6 above). Alliance district funds are awarded to the 30 school districts that have the lowest achievement as rated by the state's accountability index, plus any districts previously designated as alliance districts (CGS §10-262u).

*Section 8* of the Act requires the State Department of Education (SDE), by July 1, 2024, and annually thereafter, to publish and make available on its website the student FAFSA completion rate for the graduating class of each high school and for the school district. It also allows SDE to refrain from publishing completion data for certain students entering careers that are not relevant or applicable to FAFSA completion.

### Policy Implications

The FAFSA is a form used to determine eligibility for federal financial aid, and at

times, also determines state, institutional, and private aid. As college tuition costs continue to rise, affordability presents a barrier to attainment for many students. The FAFSA provides an opportunity to make a postsecondary credential or degree in reach.

Students and families may not know what the FAFSA is, how to complete it, or why it is important. Surveys have indicated that a significant percentage of graduating students did not have enough information to complete the FAFSA or thought that they or their family may be ineligible or would not qualify for financial aid. Further, limited media and marketing about the FAFSA exists, requiring individuals to proactively seek out information about the form and process.

The FAFSA includes a large number of questions to be answered that require complex tax data often making it burdensome to complete. At times, after submission of a completed form, a request is made for additional information to confirm some of the information provided. Parental mistrust is also frequently cited as a reason for not completing the form.

In addition, policies and programs are often focused on increasing student academic performance, while supports for guidance and advising are less emphasized, leaving districts with limited resources for helping students navigate the completion of the FAFSA.

A new policy #6148, "FAFSA Completion Program," has been developed and follows. This legislation requires boards of education to adopt a policy to improve the FAFSA completion rates. Therefore, this is a new mandated policy for inclusion in the board's policy manual.

**November 2021**



**P6172.1(a)****Instruction****Gifted and Talented Students Program**

The Board of Education (Board) recognizes its responsibility to identify gifted and talented students within the school district. The Board is committed to providing identification and assessment which is responsive to students' economic conditions, gender, developmental differences, disabling conditions and cultural diversity.

For purposes of this policy, "gifted and talented students" means a child identified by the Planning and Placement Team (PPT) as (A) possessing demonstrated or potential abilities that give evidence of very superior intellectual, creative or specific academic capability and (B) needing differentiated instruction or services beyond those being provided in the general education program in order to realize the child's intellectual, creative or specific academic potential. The term shall include children with extraordinary learning ability and children with outstanding talent in the creative arts.

For purposes of this policy "outstanding talent in the creative arts" means a child identified by the Planning and Placement Team as gifted and talented on the basis of demonstrated or potential achievement in music, the visual arts or the performing arts.

Although not required by law, the school district may provide educational programs for the gifted and talented, within budgetary constraints, that include a broad spectrum of learning experiences which increase knowledge and develop skills necessary for the student to function successfully in society while encouraging students to excel in areas of special competence and interest.

The Superintendent or his/her designee will develop procedures for an ongoing process for gifted and talented students that includes multiple measures in order to identify student strengths in intellectual ability, creativity or a specific academic area.

The identification methodology will include consideration of all students, including those who are English language learners and those with Individualized Education Plans (IEP) or 504 Plans, be developmentally appropriate, non-discriminatory, and related to the programs and services offered by the District.

The final determination in the identification of students as gifted and/or talented must be done by a PPT. Such PPT charged with this responsibility shall be composed of a group of certified or licensed professionals representing each of the teaching, administrative and pupil personnel staff.



## **Instruction**

### **Gifted and Talented Students Program**

Upon the identification of a student as gifted and talented, the District shall provide electronic notice of such identification to the parent/guardian of such student. Such notice shall include, but need not be limited to:

1. an explanation of how such student was identified as gifted and/or talented;
2. the contact information for the District's employee in charge of the provision of services to gifted and talented students, or, if there is no such employee, the District's employee in charge of the provision of special education and related services;
3. the employee at the State Department of Education who has been designated as responsible for providing information and assistance to Boards of Education and parents or guardians of students related to gifted and talented students, pursuant to section 10-3e of the General Statutes; and
4. any associations in the state that provide support to gifted and talented students.

The school district, should it decide to offer services to the gifted and talented, shall utilize the guidelines, developed and promulgated by the State Department of Education (SDE), for providing services to those students. The guidelines include best practices for the district to consider for (1) addressing the intellectual, social and emotional needs of gifted and talented students in schools and (2) providing teacher training and professional development on gifted and talented students.

Legal Reference:      Connecticut General Statutes  
                                 10-76a-(e) Definitions.  
                                 10-76d-(e) Duties and powers of Boards of Education to provide special  
                                 education programs and services.  
                                 Regulations of Connecticut State Agencies Sections 10-76a-1–10-76l-1.  
                                 P.A. 19-184 An Act Concerning the Provision of Special Education.  
                                 Gifted and Talented Education: Guidance Regarding Identification and  
                                 Service. SDE Guidance, March 2019.  
                                 P.A. 21-199 An Act Concerning Various Revisions and Additions to the  
                                 Statutes Relating to Education and Workforce Development, Section 2.

Policy adopted:





## P.A. 21-199 Section 2 – Gifted and Talented Students

~Page 1~

P.A. 21-199, “An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development, **Section 2**,” requires local and regional boards of education to develop a policy, not later than July 1, 2022, for the equitable identification of gifted and talented students. The legislation indicates that such policy shall require the use of multiple methods of identification of gifted and talented students that are in compliance with guidance provided by the State Department of Education (SDE).

### Policy Implications

This section of the Act impacts policy #6172.1, “Gifted and Talented Programs,” and makes it a mandated policy beginning with the 2022-2023 school year.

The SDE in March 2019 issued the guidance document, “Gifted and Talented Education: Guidance Regarding Identification and Service.” While this was done prior to the new legislation, it contains timely information which is included in this narrative.

The laws and regulations governing gifted and talented education are embedded within those that pertain to special education in Connecticut. It is important to note that gifted and talented education is not included in the federal Individuals with Disabilities Education Act (IDEA), which sets forth the federal requirements for special education. Only state laws and regulations apply to gifted and talented education, not the IDEA.

C.G.S. 10-76a (5) indicates that a student who has extraordinary learning ability or outstanding talent in the creative arts requires programs or services beyond the level of those ordinarily provided in regular school programs.

### Definition of Gifted and Talented

C.G.S. 10-76a-2 offers the following three important definitions that serve as the foundation for the identification of students as gifted and/or talented:

**“Extraordinary learning ability”** means a child identified by the planning and placement team as gifted and talented on the basis of either performance on relevant standardized measuring instruments, or demonstrated or potential achievement or intellectual creativity, or both.

**“Gifted and talented”** means a child identified by the planning and placement team as (A) possessing demonstrated or potential abilities that give evidence of very superior intellectual, creative or specific academic capability and (B) needing differentiated instruction or services beyond those being provided in the general education program in order to realize the child’s intellectual, creative or specific academic potential. The term shall include children with extraordinary learning ability and children with outstanding talent in the creative arts.

**“Outstanding talent in the creative arts”** means a child identified by the planning and placement team as gifted and talented on the basis of demonstrated or potential achievement in music, the visual arts or the performing arts.

These definitions can be synthesized into the following two broad descriptions of students who may be identified as gifted and/or talented:

1. those with extraordinary learning ability (commonly referred to as gifted); and/or





## P.A. 21-199 Section 2 – Gifted and Talented Students

~Page 2~

2. those with outstanding talent in the creative arts (commonly referred to as talented).

Extraordinary learning ability pertains to academic achievement and intellectual creativity. Outstanding talent in the creative arts pertains to achievement in music, the visual, or performing arts. Students in these classifications are collectively referred to as gifted and talented.

### **Mandatory Referral, Identification, and Evaluation Services**

Subsection (b) of regulation 10-76d-1 states that “Each board of education shall be required to provide referral, identification and evaluation services only for gifted and talented children enrolled in grades kindergarten to twelve, inclusive, in a public school under the jurisdiction of such board of education.” Districts are mandated to have a process for the referral, identification, and evaluation of public school students enrolled in Grades K-12 as gifted and/or talented. The referral may come from any source including the teacher, administrator, parent, guardian, or child.

The Planning and Placement Team (PPT) is required to be used to evaluate and identify gifted and talented children. However, the composition of the PPT used for this purpose is different from the PPT composition for special education.

“For purposes of the evaluation, identification or determination of the specific educational needs of a child who may be gifted or talented, the PPT means a group of certified or licensed professionals who represent each of the teaching, administrative and pupil personnel staffs, and who participate equally in the decision making

process.” Note that the student’s parent or guardian is not a required member of the PPT assembled for the purpose of identifying gifted and talented students.

Districts are required to evaluate and identify gifted and talented students but there is flexibility in how this evaluation is conducted. State regulations indicate districts may use individual evaluations or group assessment and evaluations to identify gifted and talented children, provided that parental consent is acquired before a child is individually evaluated.

A district may conduct planning and placement team meetings on groups of children for whom evaluation and identification as gifted and talented are planned. Parents must be provided written notice that their child has been referred to the planning and placement team for consideration as a gifted and talented child. Written parental consent shall be secured before a child is individually evaluated for identification as gifted and talented.

The results of the planning and placement team meeting concerning a determination of the child’s identification as gifted or talented shall be provided to the parent in writing. If a parent disagrees with the results of the evaluation conducted by the district, the parent has a right to a hearing.

### **Group Assessments and Individual Evaluations**

In the case of a group assessment, a district may use an appropriate standardized test administered to all students in a particular grade. A district can use a locally normed cut score to identify students for consideration by a PPT for the gifted and talented classification.





## P.A. 21-199 Section 2 – Gifted and Talented Students

~Page 3~

In this approach, the district may convene a group PPT to review the cases of the students who meet or exceed the established cut score. The use of local norms over state/national norms has the advantage of potentially being more informative of a child's standing with respect to the general education program of a school. Objective measures such as these also allow for the possible identification of students as gifted and talented who are members of historically underrepresented populations.

When a child is individually referred for gifted and talented identification (e.g., by a teacher, administrator, parent, guardian, child), written consent from a parent or guardian is required before the evaluation and PPT can proceed. An individual referral has the advantage of allowing for the possible identification of students as gifted and talented in areas that are not typically addressed by large-scale standardized tests (e.g., social studies, a technical discipline, music, creative arts, performing arts).

### Role of Local Context in Identification

After the PPT determination from an individual/group assessment the classification of a child as gifted or talented is dependent upon the local context because a PPT must inventory and evaluate a child's needs relative to what is available from the general education program in the child's school.

If a differentiated instruction need exists that exceeds the general education program, then the child has met the criteria for the gifted and talented classification. Since there are differences between general education

programs in different schools, a child could be gifted and talented in one school but not gifted and talented in another. Similarly, if the PPT determines that a child has demonstrated or has potential for superior ability/achievement in music, the visual arts or the performing arts and, relative to the general program, the child has unmet educational needs, then the child should be classified as having outstanding talent in the creative arts. Students can be found to have

outstanding talent in the creative arts in a single or in multiple modes/expressions of musical, visual, or performing arts. In the case of either the high ability student or the student with outstanding talent in the creative arts, need is operationally defined as whatever is required in order

for the student to realize his/her intellectual, creative or specific academic potential.

Connecticut regulations state that "A board of education may identify up to ten per cent of its total student population for the district as gifted and talented." This ten percent criterion is evaluated against the total student population of the district.

### Provision of Services

While the gifted and talented identification and evaluation of students is mandatory, the provision of services for identified students is not required and is left to the discretion of the district. A student may be identified as gifted and talented and as a student with disability who is eligible for special education and related services. In that case, the student would be entitled to an Individualized Education Program (IEP) pursuant to state and federal law but is not entitled to receive gifted and talented services.







## P.A. 21-199 Section 2 – Gifted and Talented Students

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### Other Considerations

Although the percentage of students identified and/or served in gifted and talented education programs does not currently reflect the general school population, gifted and talented youth exist in all cultural and economic groups. When appropriate identification protocols are employed along with programming models that cultivate potential, more students from historically underrepresented groups can be identified, resulting in a more equitable process reflective of the national student population. Some students, despite substantial potential, have had few opportunities to develop their talents. Other students have been under challenged with unmet learning needs.


Policy #6172.1, “Gifted and Talented Programs,” a mandated policy beginning with the 2022-2023 school year, has been revised and follows for your consideration.





# Summer 2022 Experiences

[Home](#) [Calendar](#) [Schools](#) [Departments](#) [Human Resources](#) [Portrait of a Graduate](#) [Board of Education](#) [FOI Request Portal](#)



**OUR MISSION**  
*The mission of Waterbury Public Schools is to inspire and prepare every student to be successful in and beyond school.*

U.S. Secretary Miguel Cardona visits the International School on September 3, 2021

### QUICK LINKS

- Mission, Vision and Core Values
- 2022 Summer Experiences**
- COVID-19 Information
- Kindergarten Orientation 2021-2022
- Elementary Summer Reading
- Distance Learning Plan

### NEWS & ANNOUNCEMENTS

#### 2022 Summer Experiences

Waterbury Public Schools is offering Summer Academic Support to WPS students - AND- Summer Enrichment Programs to ALL Waterbury Residents! For more details, visit: [Summer Experiences \(google.com\)](#).

[View All News](#)

### Events

- May 31 BoE School Person...  
Begins @ 5:30 PM
- Jun 01 Early Dismissal/ P...
- Jun 02 BoE Workshop  
Begins @ 5:30 PM
- Jun 08 CN Early Dismissal...



# Summer 2022 Experiences



[en Español](#) [Em Português](#) [Né shqip](#)

## BUILDING A COMMUNITY OF LIFELONG LEARNERS!

Waterbury Public Schools is offering Summer Academic Support to WPS students -AND- Summer Enrichment Programs to ALL Waterbury Residents!

Our Mission is to help Waterbury students and families build memories through a summer full of great experiences.

*Because the greatest legacy we can leave our children is happy memories.*





# Summer 2022 Experiences



**WATERBURY**  
**PUBLIC SCHOOLS**

## ***Waterbury Public Schools Extended Academic Support and Enrichment***

Program Title and Description	Location	Dates/Times	Audience	Point of Contact
<b>K-8 Programs</b>				
Elementary Extended Academic Support	Reed Gilmartin Carrington Duggan	7/05-07/28 Mon.-Thursday 8:30 am-12:30 pm	Students in grades K-3 who are required to attend based on reading scores and 4th & 5th graders based on reading scores.	Brittany Dunn
Maloney Summer Experience K-4	Maloney	7/5/22-7/8/22 Tuesday-Friday 7/11/22-7/28/22 Monday-Thursday 8:30-11:30	Magnet Program for students who qualify and any other Maloney K-4 interested students	Stacey Gittings
Rotella "Unity" Summer Theme K-4	Rotella	7/5/22-7/8/21 Tuesday-Friday 7/11/2-7/28 Monday-Thursday 8:00-12:30	Magnet Program for students who qualify and if space those who are interested grades K-4	Dana Wallace



## Summer 2022 Experiences

Middle School Extended Academic Support	North End Wallace West Side WAMS	7/5/22-7/8/21 Tuesday-Friday 7/11/2-7/28 Monday-Thursday	MS students (grades 6-8) who need credit for promotion or acceleration	Jennifer Rosa
SDE After School YMCA - Camp Mataucha	Hopeville 3-5 Kingsbury 3-5 North End 6-8 Wallace 6-8 Washington 3-5 Wilson 3-5	2-wk. Session ending July 1	All students currently enrolled in the SDE After School Program.	Jeff Lapham
21st Century After School YMCA - Camp Mataucha	Acad.Acad. 4-8 Bunker Hill 3-5 Carrington 5-8 Duggan 5-8 Gilmartin 5-8 Reed 5-8 Regan 2-5 West Side 6-8	Choice of One Session: Session 1: 6/27-7/8 Session 2: 7/11-7/22 Session 3: 7/25-8/5 Session 4: 8/8-8/19	All students currently enrolled in the 21st Century After School Program.	Jeff Lapham
21st Century After School YMCA - Camp Mataucha	Bucks Hill 1-3 Chase 3-5 Driggs 3-5	Choice of Two Sessions: Session 1: 6/27-7/8 Session 2: 7/11-7/22 Session 3: 7/25-8/5 Session 4: 8/8-8/19	All students currently enrolled in the 21st Century After School Program.  <b>**Please Note: Students enrolled at Bucks Hill, Chase, Driggs and Walsh may choose to attend two sessions.**</b>	Jeff Lapham
Grades 5 to 6 Transition Program & Grades 7 and 8 Enrichment Program - ELA, science, and band	WAMS	7/5-7-28 M-Th 8:00-12:00	Incoming grade 6 students and rising grade 7 and grade 8 students	Nick Albini



# Summer 2022 Experiences

9-12 Programs				
High School Extended Academic Support	WAMS	7/05-07/29 M-Friday 8:00 am-12:05 pm	All HS students (grades 9-12) in need of recovery. *Wilby students will attend Wilby.	Ray Irrera
Early College High School -Summer Enrichment	Crosby	7/05-07/28 Mon.-Thursday 8:30 am-12:30 pm	Early College High School Cohorts II and III Cohort I (Post/or Job training)	Sean Mosley
High School 8-9 Summer Transition Program	KHS, CHS, WHS, WCA, WAMS	07/5 - 07/29 Monday-Friday 8:00 am - Noon Friday (enrichment opportunities)	Incoming grade 9 students	Lauren Franks- WHS Paul Gwiazdowski- CHS Nick Albini- WAMS Kara Riley - WCA Rob Johnston- KHS
Wilby Summer Programming	Wilby	07/06-07/28 M-Thursday 8:00-12:00	Available to all Wilby students in need of credit recovery but focused foremost on Grades 9 and 10	David Basile
Gear Up Introduction to Manufacturing	NVCC	6/27-6/30th 8:30 - 3:00	Transportation and meals provided Hands-on experiences / meet professionals in the manufacturing field/ learn about in-demand careers	Meghan Houlihan mhoulihan-aceto@nvcc.commnet.edu
UpWard Bound Summer Experience	NVCC	7/5 - 7/29th M-Friday 10am - 1 pm / Friday field trips	Rising grade 10 & 11 students ELA, Science, math, World language instruction	Tim Magee tmagee@nvcc.commnet.edu
UpWard Bound Outdoor Exploration	NVCC	7/23 - 7/27th OR 7/28th - 7/31st (20 students only)	Outdoor exploration overnight field trip to NY	Tim Magee tmagee@nvcc.commnet.edu



## Summer 2022 Experiences

UpWard Bound Rising Senior Prep	NVCC / College Tour	8/1 - 8/10th (20 students only)	Rising grade 12 students SAT Prep, FAFSA , Common App, Mastery Prep Class	Tim Magee tmagee@nvcc.com net.edu
UPWard Bound/ NVCC Summer Bridge Course	NVCC	6/6th - 7/29th Tues & Thurs 4:45pm - 5:45pm	Graduated seniors Math review / support	Tim Magee tmagee@nvcc.com net.edu
<b>Special Education K-12 Programs</b>				
Applied Behavior Analysis (ABA) K -5	TBD	7/05/22-07/08/22 Tuesday - Friday 7/8/22-7/29/22 Monday - Friday 8:00 - 1:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Center-Based Learning (CBL) K-5	TBD	7/05/22-07/08/22 Tuesday - Friday 7/8/22-7/29/22 Monday - Friday 8:00 - 1:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
ABA 6-8	NEMS	7/05/22-07/08/22 Tuesday - Friday 7/8/22-7/29/22 Monday - Friday 7:30 - 1:00	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
ABA 9-12	Wilby	7/05/22-07/08/22 Tuesday - Friday 7/8/22-7/29/22 Monday - Friday  7:30 - 1:00	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Behavior Disorder Learning Center (BDLC) 1 - 12	Willby	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 7:30-11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Behavior Disorder Learning Center (BDLC)Therapeutic Intervention Program(TIP) Pre-K	Wilby	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 7:30 - 11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee



## Summer 2022 Experiences

Community-Based Training (CBT) 9 -12 School to Work Transition Academy	Wilby	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 7:30 - 11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Essential Skills Classroom(ESC) Carrington K - 5	Carrington	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 8:30 - 12:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Essential Skills Classroom(ESC) Wendell Cross Grade K	Reed/Carrington	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 8:30 - 12:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Essential Skills Classroom NEMS 6 - 8	NEMS	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 7:30 - 11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Essential Skills Classroom (ESC) Reed K - 5	Reed	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 8:30 - 12:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Essential Skills Classroom Wilby 9 - 12	Wilby	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 7:30 - 11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Inclusion Carrington K - 4	Carrington	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday  8:30 - 12:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Inclusion Duggan K - 4	Duggan	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 8:30 - 12:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee



## Summer 2022 Experiences

Inclusion Gilmartin K - 4	Gilmartin	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 8:30 - 12:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Inclusion Maloney K - 4	Maloney	7/5/22-7/8/22 Tuesday-Friday 7/11/22-7/28/22 Monday-Thursday 8:30-11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Inclusion Reed K - 4	Reed	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday  8:30 - 12:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Inclusion Rotella K - 4	Rotella	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Pre-K	Bucks Hill Pre-K Annex	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday  am 8:00 - 10:30 pm 11:00 -1:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
Resource Room	Wilby grades 5-12	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday  7:30 - 11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee
SCOPE 6 - 8	NEMS	7/05/22-07/08/22 Tuesday-Friday 7/11/22-7/28/22 Monday - Thursday 7:30 - 11:30	District Program for students who qualify	Denise Carr Jamie Miller Marisa Blakeslee



## Summer 2022 Experiences



**WATERBURY**  
PUBLIC SCHOOLS

# SUMMER

## ENRICHMENT

**CAMPS AND**  
**EMPLOYMENT**  
**OPPORTUNITIES**

**ALL AGES WELCOME!**

For more details, scan  
QR code or visit:

[HTTPS://BIT.LY/39R6AXE](https://bit.ly/39R6AXE)



The poster features a bright yellow background with large green tropical leaves. At the top is the Waterbury Public Schools logo. The main title 'SUMMER ENRICHMENT CAMPS AND EMPLOYMENT OPPORTUNITIES' is centered in a white speech bubble. Below this, three circular photos show children playing sports and participating in activities. The text 'ALL AGES WELCOME!' is written in a white, curved banner. At the bottom, a white arrow points from the text 'For more details, scan QR code or visit:' to a QR code. A yellow banner at the very bottom contains the URL 'HTTPS://BIT.LY/39R6AXE' and a small blue star icon.



## Waterbury Public Schools

<b>JOB CLASSIFICATION DESCRIPTION</b>
---------------------------------------

**JOB CLASSIFICATION TITLE:**

Assistant Pupil Transportation Coordinator

**DEPARTMENT:**

Transportation

**SALARY**

\$70,000 to \$90,000

**BARGAINING UNIT CLASSIFICATION:**

(Non-Bargaining Unit) follows MMA

**REPORTS TO:**

Works under the direction of Pupil Transportation coordinator and the Chief Operating Officer, or other administrator of a higher grade

**FLSA DESIGNATION:**

Exempt

**PART I - SUMMARY OF CLASSIFICATION**

This class is accountable for assisting in the supervision of the entire school transportation operations and program for the District.

**PART II - MINIMUM KNOWLEDGE, SKILLS AND ABILITIES****A. EDUCATION AND EXPERIENCE:****General Experience:**

1. Six (3) years of experience in the operation and/or maintenance of fleet vehicles.

**Special Experience:**

1. One (1) year of the General Experience must have included the responsibility for scheduling routes and assigning drivers.

**Special Requirement:**

1. Incumbents in this class may be required to possess appropriate current licenses or permits.

**B. CREDENTIALS:****C. LICENSURES, CERTIFICATIONS AND OTHER REQUIREMENTS:**

1. Incumbents in this class may be required to possess a current Connecticut Motor Vehicle Class D Operator License.

**D. CONTINUING EDUCATION REQUIREMENTS:****E. KNOWLEDGE, SKILLS AND ABILITIES:**

1. Considerable knowledge of methods and equipment utilized to transport goods and people;
2. Considerable knowledge of methods of repair of automotive equipment;
3. Considerable interpersonal skills;
4. Considerable oral and written communication skills;



5. Administrative skills;
6. Ability to oversee a budget and maintain a running balance of funds expended;
7. Ability to maintain records such as personnel records, inventories of supplies, maintenance schedules, route schedules, etc.;
8. Ability to operate assigned motor equipment;
9. Supervisory ability;
10. Ability to work with individuals from diverse backgrounds.

### **PART III - POSITION SUPERVISES:**

1. Assist in the supervision of employees engaged in transportation operations as assigned.

### **PART IV - ESSENTIAL FUNCTIONS**

The following identifies the primary and essential functions of the position and is not intended to be an exhaustive listing of all duties.

1. Acts as liaison with other operating units, agencies and outside officials regarding Transportation policies and procedures;
2. Assist in determining priorities and plans under district Transportation
3. Assist in Develops or makes recommendations on the development of department procedures and standards;
4. Ensures driver safety;
5. Ensures that all Federal, state, local, and Board policies and procedures that apply to the Transportation, including CDL license, are enforced;
6. Assists in establishing and maintaining Transportation procedures;
7. Assists in establishing daily and periodic routes for the transportation of students;
8. Reports road hazards and problems with bus runs to the Pupil Transportation Coordinator.
9. Responds to accidents/incidents /emergencies involving school buses.
10. Assist in receiving, reviewing and resolving parent's complaints /concerns regarding bus tops, runs, and schedule problems for school buses.
11. Assist in evaluating safety of road conditions during inclement weather and work collaboratively with the Pupil Transportation Coordinator, Chief Operating Officer and/or Superintendent of Schools to make recommendations for school delays/closures/early dismissal.
12. Assists in estimating cost of transportation services and project budgets;
13. Monitors employee performance and conducts performance evaluations;
14. Assist in preparing and recommending annual budget for Transportation department;
15. Assist in busing RFPs and contracts.
16. Communicate with bus companies, administrators, school staff, parents and others for the purpose of determining bus routes in conformance with district policies.
17. Assist in scheduling, assigning, overseeing and reviewing the work of staff;
18. Informs schools and Central Office Staff when all the buses have cleared.
19. Assists bus companies in retrieving up-to-date student/parent information either from the records system (PowerSchool) or from the school's office staff.
20. Assists with coordinating Crossing Guard and/or Bus Driver staff meetings as needed.
21. Performs other related duties as required.

### **PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS**



## Physical Requirements:

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

**Frequency: Place an "X" in each box that is appropriate to your job.**

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
<b>Physical Demands</b>					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving	X			
Lifting		X			<b>Physical Strength:</b>				
Carrying		X			Little Physical Effort (~10 lbs.)		X		
Pushing		X			Light Work (~20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			<b>Environmental Conditions</b>				
Kneeling		X			Cold (50 degrees F or less)		X		
Crouching		X			Heat (90 degrees F or more)		X		
Crawling	X				Temperature Changes		X		
Reaching		X			Wetness		X		
Handling		X			Humidity		X		
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes		X		
Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion				X	Exposure to dampness		X		
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

Waterbury Public Schools is an equal opportunity employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the District when necessary.

Prepared on:



## City of Waterbury &amp; Waterbury Public Schools

**JOB CLASSIFICATION DESCRIPTION****JOB CLASSIFICATION TITLE**

School Security Coordinator  
(Non-Competitive, Unclassified)

**REPORTS TO:**

Director of Safety and Security, and Superintendent of Schools or his/her designee

**DEPARTMENT**

Department of Safety and Security- BOE

**FLSA DESIGNATION**

Exempt

**Salary:** \$65,000 ~ \$95,000

**Bargaining Unit Classification:** Non-Union – follows MMA

*\* Continued employment is contingent upon grant funding*

**PART I - SUMMARY OF CLASSIFICATION**

This class is accountable for performing a full range of general security monitoring, public interaction, and clerical functions.

**PART II - MINIMUM KNOWLEDGE, SKILLS AND ABILITIES****A. REQUIRED EDUCATION AND EXPERIENCE:**

1. Prior experience in a school setting, law enforcement, or security-related field. That could reasonably be expected to perform the range of functions listed below.

**B. CREDENTIALS:**

1. Five (5) years of experience in security, public safety, law enforcement, corporate or industrial safety operation.

**C. LICENSURES, CERTIFICATIONS, AND OTHER REQUIREMENTS:**

1. Incumbents are required to travel in the course of their daily work.
2. Incumbents in this class may be required by the appointing authority to possess Certified Protection Professional designation or the ability to acquire the designation within an established time frame.
3. Incumbents in this class may be required to be on twenty-four-hour call.

**D. CONTINUING EDUCATION REQUIREMENTS:****E. KNOWLEDGE, SKILLS AND ABILITIES:**

- Basic oral and written communication skills;
- Basic interpersonal skills;
- Extensive knowledge of security protocols and emergency preparedness;
- Excellent organizational skills and attention to detail;
- Ability to follow oral and written instructions;
- Ability to operate office equipment;
- Ability to perform basic clerical tasks;



- Ability to work with individuals from diverse backgrounds.
- Ability to conduct training.
- Knowledge and experience in applying best practices for safety and security programs, preferably in an educational setting;
- Knowledge of report writing;

### **PART III - POSITION SUPERVISES:**

Not applicable

### **PART IV - ESSENTIAL FUNCTIONS**

The following identifies the primary and essential functions of the position and is not intended to be an exhaustive listing of all duties.

- Monitor security footage of hallways, cafeteria, and security camera matrix for Schools
- Ensure cameras are working in all schools and report issues to the Director of Safety and Security.
- Alert the Director of Safety and Security to any concerns or issues observed in any of the school cameras.
- Inspect building facilities periodically to ensure the safety and well-being of students and staff and the security of the facilities and communicate with Department Head, Principals, and Public Safety Officials.
- Immediately contacts Emergency Personnel in the event of an emergency or problematic situation;
- Assists in maintaining a positive working relationship with local police, fire, and other emergency response departments;
- Assist in managing security systems, software, and equipment including access control and CCTVs;
- Assist in reviewing records and logs of security incidents and completes required reports;
- Possesses knowledge of first aid, CPR and restraint;
- Assist in Coordinates with internal/external emergency response protocols and/or agencies;
- Schedule monitoring of all Waterbury Public Schools during arrival, lunch waves at the high school and middle school levels, exterior monitoring of elementary schools during outside activities as well as district-wide dismissals.
- Assist school administrators in monitoring “trouble areas” within specified schools to ensure students are safe and not in off limited parts of the buildings.
- Assist the Director of Safety and Security with capturing footage for investigations related to police matters, CIRMA and Litigation claim.
- Monitor Fire Digitizer currently housed at Waterbury PD to ensure no schools are “offline or in trouble mode” and report any issues immediately to the Director of Safety and Security.
- Assist the Director of Safety and Security with managing emergency situations at schools as well as emergency responders by tracking activities in the affected schools via local cameras.
- Monitor dispatch traffic for Police and Fire and report any school-related calls to the Director of Safety and Security.
- Monitor daily SONITROL activity to ensure all buildings are being armed as required and alert the Director of Safety and Security to any system issues requiring repair.
- Request SONITROL codes for BOE employees upon approval from the Director of Safety and Security.
- Manage the filing of all Safety meetings in the shared drive as well as oversee that all fire and safety drills are completed each month by all city schools.
- Assist the Director of Safety and Security with administering and monitoring the AED program currently in all schools.



- Assist the Director of Safety and Security Director with tracking CIRMA claims for BOE and end-of-year audit for OSHA.
- Assist the Director of Safety and Security with assessing First Reports of Injury Claims on a daily basis to determine if further investigation is needed or if school equipment or structures that caused the accident need to be repaired or replaced.
- Assist Safety and Security Director with gathering information for student or visitor injuries that occur on school property.
- Track all Incident Reports submitted by all district schools.
- Assist the Director of Safety and Security with further developing the ALL Hazards Plan for the district and updating emergency procedures and reporting formats.
- Assist the Director of Safety and Security with developing updated district key requests for schools and policy regarding master and room keys requests.
- Track all service requests for intrusion alarm, camera, and access control issues.
- Confer with the Director of Safety and Security on school traffic issues and public complaints in reference to school traffic.
- Track all safety and security requests from school administrators (additional card access, tinting, fencing, rerouting school traffic, replacing exterior doors, etc.)
- Assist the Director of Safety and Security with fire and safety audits during the summer months.
- Manage and administer daily alerts to cabinet members related to school arrests or any other pertinent matters that need to be conveyed.
- Oversee school radio distribution;
- Performs related duties as required.

## PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

### Physical Requirements:

Employees appointed to positions in this class must maintain visual and auditory acuity and must maintain such physical fitness as to be able to perform assigned duties of the class. A physical examination may be required.

**Frequency: Place an "X" in each box that is appropriate to your job.**

NEVER (N) 0 % of Shift	OCCASIONALLY (O) 1-33% of Shift				FREQUENTLY (F) 34-66% of Shift	CONSTANTLY (C) 67-100% of Shift			
	N	O	F	C		N	O	F	C
<b>Working Conditions</b>					<b>Working Conditions</b>				
<b>Physical Demands</b>					Depth Perception		X		
Standing			X		Color Distinction		X		
Walking			X		Peripheral Vision		X		
Sitting			X		Driving		X		
Lifting		X			<b>Physical Strength:</b>				
Carrying		X			Little Physical Effort (-10lbs.)		X		
Pushing		X			Light Work (-20 lbs.)	X			
Pulling		X			Medium Work (20-50 lbs.)	X			
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			<b>Environmental Conditions</b>				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling	X				Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration	X			



Twisting		X		Exposure to Chemicals	X			
Feeling			X	Exposure to Gases and Fumes	X			
Talking			X	Exposure to Unpleasant Odors		X		
Hearing			X	Exposure to bodily fluids	X			
Repetitive Motion		X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X	Confinement to a Small or Restricting Area	X			
Visual Acuity/Near			X	Mechanical Hazards	X			
Visual Acuity/Far			X	Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

City of Waterbury & Waterbury Public Schools is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the District when necessary.

Approved by



## Waterbury Public Schools

<b>JOB CLASSIFICATION DESCRIPTION</b>
---------------------------------------

**JOB CLASSIFICATION TITLE**

Custodian-Stockroom Clerk

**DEPARTMENT**

McKinney Vento Office at Welcome Center

**INCUMBENT NAME**

Grants

**BARGAINING UNIT CLASSIFICATION**

Non-Union (Follows Seiu-3)

**REPORTS TO:**

Receives direction from the District Liaison to the Homeless.

**FLSA DESIGNATION**

Non-Exempt, 12 months, 20 hours /week; \$16.00 per hour. Note: This is a part time, non-union, grant-funded position with no benefits that exists as long as grant funds are available.

**PART I - SUMMARY OF CLASSIFICATION**

This class works under the direct supervision of the District Liaison to the Homeless. This position plans, organizes and monitors the receiving, storage and distribution of items received from suppliers/vendors or other departments, ensuring that all inventory is properly maintained.

**PART II - MINIMUM KNOWLEDGE, SKILLS AND ABILITIES****A. EDUCATION AND EXPERIENCE****Education:**

High School Diploma or a General Education Development (GED) Certificate.

**General Experience:**

Any experience and training which provide the knowledge, skills and abilities listed below.

Preferred: Previous direct or related work experience in an urban school district and/or a multi-cultural environment.

**B. CREDENTIALS:****C. LICENSURES, CERTIFICATIONS AND OTHER REQUIREMENTS:**

1. Incumbents in this class may be required to possess a current Connecticut Motor Vehicle Class D Operator License.

**D. CONTINUING EDUCATION REQUIREMENTS****E. KNOWLEDGE, SKILLS AND ABILITIES**



1. Ability to follow all safety precautions, assist in safety hazards and report deficiencies;
2. Ability to follow directions and make decisions related to general cleaning practices and departmental procedures;
3. Ability to organize daily routine and sustained cleaning and follow-up functions of the position and work area;
4. Ability to perform manual work for an extended period under varying climactic conditions;
5. Ability to read and write English;
6. Ability to receive, stock, monitor and maintain inventory;
7. Ability to understand and follow oral and written instructions;
8. Ability to use stairs frequently;
9. Ability to work with a variety of people and to work cooperatively with District staff, parents and students in a team environment;
10. Excellent physical condition;
11. Possess some interpersonal skills;

### **PART III - POSITION SUPERVISES**

N/A

### **PART IV - ESSENTIAL FUNCTIONS**

The following identifies the primary and essential functions of the position and is not intended to be an exhaustive listing of all duties.

1. Assist with shipment arrivals, bringing boxes inside building;
2. Assist with creating, applying and checking labels on boxes for delivery to warehouse;
3. Collects and disposes of trash;
4. Dusts, mops, sweeps, scrubs, strips, waxes and polishes floors using appropriate equipment such as floor polishers and buffers;
5. Frequently uses stairways;
6. Gather order requests and pack them;
7. May lubricate or tighten door hinges, drawers, cabinets, etc.;
8. Organize and maintain inventory and orders;
9. Performs minor maintenance;
10. Reports needs for repairs;
11. Simple record keeping/inventory methods;
12. Stock/restock inventory, put shipments away in stockroom;
13. Performs related duties assigned.



## PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Incumbents in this class may be required to lift moderate to heavy weights and may be exposed to significant levels of dust, heat, noise, extreme weather conditions and risk of injury from equipment and assaultive and/or abusive students.

**Frequency: Place an "X" in each box that is appropriate to your job.**

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
<b>Physical Demands</b>					Depth Perception		X		
Standing			X		Color Distinction		X		
Walking			X		Peripheral Vision		X		
Sitting		X			Driving		X		
Lifting			X		<b>Physical Strength:</b>				
Carrying			X		Little Physical Effort (-10 lbs.)			X	
Pushing		X			Light Work (-20 lbs.)			X	
Pulling		X			Medium Work (20-50 lbs.)			X	
Climbing			X		Heavy Work (50-100 lbs.)		X		
Balancing			X		Very Heavy Work (100+ lbs.)		X		
Stooping			X		<b>Environmental Conditions</b>				
Kneeling			X		Cold (50 degrees F or less)		X		
Crouching			X		Heat (90 degrees F or more)		X		
Crawling		X			Temperature Changes		X		
Reaching			X		Wetness		X		
Handling			X		Humidity		X		
Grasping			X		Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals		X		
Feeling			X		Exposure to Gases and Fumes		X		
Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion			X		Exposure to dampness		X		
Hand/Eye/Foot Coordination			X		Confinement to a Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

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Prepared on: April 19, 2022



## Waterbury Public School

### JOB CLASSIFICATION DESCRIPTION

**JOB CLASSIFICATION TITLE:**

Cultural Coordinator- Bilingual English and Spanish

**DIVISION/DEPARTMENT:**

Teaching and Learning

**LOCATION:**

International Dual Language School

**FUNDING SOURCE:**

Grant Funded

**Bargaining Unit classification:** Non-Union

**REPORTS TO:**

Receives administrative direction from the Principal or other administrative official of a higher grade

**Salary/pay:** Part-Time up to 30 hours per week  
\$25.00 Hourly Rate.

\*Note: This is a part time, non-union, grant-funded position that exists as long as funds are available

**FLSA DESIGNATION:**

Non-Exempt;

**PART I - SUMMARY OF CLASSIFICATION**

This class is accountable for ensuring and providing programming in the areas of visual arts, theater, music, dance, food, and poetry throughout the academic year that highlights both American and Hispanic Heritage. Helps bring awareness to students and staff about diverse Latino cultures in the United States and Spanish speaking communities throughout the Americas and Caribbean. Helps provide culturally responsive activities/lessons that connect students' culture, languages, and life experiences with what is taught in the classroom. The job description and requirements reflect the expectations that the school has for students and staff to embrace and live the school's values and mission. This position is in alignment with the 3 core goals of Dual Language Education. Students reaching grade level academic achievement, bilingualism and biliteracy, and sociocultural competence.

**PART II - MINIMUM KNOWLEDGE, SKILLS AND ABILITIES****A. EDUCATION AND EXPERIENCE:****General Experience:**

1. Possession of a Bachelor's degree from an accredited university or college with a preferred emphasis on Latino, Latin American and Caribbean Cultures and related fields.
2. Preferred: Connecticut Residents
3. Demonstrated fluency in written and conversational Spanish.

**Special Requirement:**

1. In addition to the checking of references and of facts stated in the application, a thorough background investigation of each candidate may be made prior to the appointment.
2. Requires considerable artistic abilities.



3. Possess excellent communication and interpersonal skills.
4. Must be enthusiastic, energetic and passionate about culture, as well as have an interest in event management and project facilitation.

## **B. CREDENTIALS:**

## **C. LICENSURES, CERTIFICATIONS AND OTHER REQUIREMENTS:**

1. Incumbents in this class may be required to possess and retain a current Connecticut Motor Vehicle operator's license.

## **D. CONTINUING EDUCATION REQUIREMENTS:**

Incumbents in this class are expected to participate in relevant professional development.

## **E. KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of and respect for the diverse backgrounds (cultural, linguistic, environmental) of students and how these characteristics affect the student's life and learning;
- Has strong planning and organizational skills;
- Pays attention to details.
- Provide opportunities for students, families and staff to participate in cultural ceremonies, events, and activities.
- Plans, prepares, and delivers culturally relevant programming in both languages;
- Ensures children will be provided with a safe and supportive learning environment;
- Possesses strong oral and written communication skills;
- Ability to multitask;
- Ability to manage time effectively and meet deadlines;
- Ability to collaborate with others as well as work independently;
- Strong interpersonal and social skills;
- Ability to effectively employ a variety of strategies that reinforce positive behavior;
- Ability to establish and maintain rapport with students.
- Ability to follow oral and written direction of program administrator, seeking clarification as needed;
- Ability to maintain and foster a creative educational environment conducive to learning and participation;
- Ability to motivate students and to enhance their academic skills through cultural immersion activities/lessons;
- Ability to use ethical practices for confidential communication about students;



- Ability to use strategies that promote the student's independence;
- Ability to work collaboratively with students, parents, staff, and administration;
- Ability to work with students from varied backgrounds, age groups, and skill levels;
- Ability to work with individuals from diverse backgrounds;

### **PART III - POSITION SUPERVISES:**

- N/A

### **PART IV - ESSENTIAL FUNCTIONS**

The following identifies the primary and essential functions of the position and is not intended to be an exhaustive listing of all duties.

- Helps develop programming in the areas of visual arts, theater, music, dance, food and poetry that will celebrate both American and Hispanic Heritage.
- Helps develop and educate students and staff bringing awareness of the diverse Latino cultures within the United States as well as in the Spanish speaking communities in the Americas and Caribbean.
- Maintain and update culturally relevant artifacts in the school environment through displays, bulletin boards, etc.
- Plan, and facilitate evening events as needed.
- Assists with translations verbally.
- Support the school Administration in developing events and programs.
- Attend faculty meetings.
- Communicates with students, parents, and teachers
- Facilitates academic and enrichment activities
- Plans and facilitate skill development for program/event participants;
- Works one-on-one and in small group instructional settings in preparation for cultural events;
- Works with technology equipment.



## PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

**Frequency: Place an "X" in each box that is appropriate to the job.**

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
<b>Physical Demands</b>					Depth Perception			X	
Balancing		X			Color distinction			X	
Bending (forward)(backward)			X		Peripheral vision		X		
Climbing (stairs, ladders, etc.)			X		Driving		X		
Crawling	X				Visual Acuity (far)			X	
Crouching			X		Visual Acuity (near)			X	
Feeling			X		<b>Physical strength:</b>				
Grasping			X		Little physical effort (-10 lbs.)		X		
Hand/eye/foot coordination			X		Light work (-20 lbs.)		X		
Hearing				X	Medium work (20-50 lbs.)		X		
Kneeling		X			Heavy work (50-100 lbs.)	X			
Lifting above shoulders		X			Very heavy work (100+ lbs.)	X			
Lifting from below knees		X			<b>Environmental conditions</b>				
Operating heavy mech. equip.	X				Cold (50 degrees F or less)	X			
Physical intervention		X			Heat (90 degrees F or more)	X			
Pulling		X			<b>Physical strength:</b>				
Pushing		X			Confinement to small/restricting area	X			
Reaching (overhead)		X			Exposure to bodily fluids		X		
Repetitive motion (keyboarding)		X			Exposure to chemicals, solvents, etc.	X			
Restraining		X			Exposure to dampness		X		
Sitting			X		Exposure to extreme wetness	X			
Squatting		X			Exposure to gases and fumes	X			
Standing			X		Exposure to high humidity		X		
Stooping		X			Exposure to loud noises or vibration		X		
Talking			X		Exposure to mechanical hazards	X			
Transferring (wheelchairs, etc.)		X			Exposure to physical danger		X		
Twisting			X		Exposure to temperature extremes		X		
Walking			X		Exposure to unpleasant odors		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

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Prepared on: May 11, 2022



# Waterbury Public Schools

## 2022 ~ 2023 School Year Calendar

July				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

September				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

16th - 18th - Administration Professional Learning

18th - 19th - New Teacher Orientation - 7hr.

24th - Professional Development Day - 7hr.

25th - Professional Development Day - 7hr.

26th - Professional Development Day - 7hr.

29th - Professional Development Day - 7hr.

30th - First Day of School

4th - Yom Kippur - Jewish Holiday

5th - Labor Day - No School

7th - Early Dismissal / PD Day

14th - Open House Elem. 5-7pm - Early Dismissal

14th - Open House H.S. 5-7pm - Early Dismissal

14th - Early Dismissal - M.S. - Teacher Collab./PD

21st - Open House M.S. 5-7pm - Early Dismissal

21st - Early Dismissal - H.S. & Elem-Teacher Collab/PD

25th - Rosh Hashanah - Jewish Holiday

28th - Professional Development Day - 7hr.

2 Days

20 Days

October				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

10th - Columbus Day - No School

12th - Early Dismissal / PD Day

5th, 19th, 26th - CN Early Dismissal / PD Day

26th - Professional Development Day - 7hr.

November				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

2nd - Early Dismissal / PD Day

7th - End of the 1st MP: HS/MS/Elem

8th - Election Day - No School

11th - Veterans Day - No School

17th - Grade Submission Ends - 9AM

23rd - Distribute 1st MP Report Cards: HS/MS/Elem

23rd - Early Dismissal - Thanksgiving Recess

24th & 25th - Thanksgiving Recess - No School

9th, 16th, 30th - CN Early Dismissal / PD Day

December				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

6th - Pre-K & Kindergarten - End of 1st MP

7th - Parent Conference H.S. 5-7pm - Early Dismissal

7th - Parent Conference Elem 5-7pm - Early Dismissal

7th - Early Dismissal - M.S. Teacher Collab/PD

14th - Pre-K & Kindergarten - Grade Submission Ends - 9AM

14th - Parent Conference M.S. 5-7pm - Early Dismissal

14th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

20th - Pre-K & Kindergarten-Distribute 1st MP Report Cards

21st - CN Early Dismissal / PD Day

26th - 30th - Winter Recess - No School

19 Days

18 Days

17 Days

January				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1st - New Year's Day

2nd - School Resumes

4th - Early Dismissal / PD Day

6th - Three Kings Day - No School

9th - 13th - Mid Term Exams - Early Dismissal HS Only

16th - Martin Luther King Jr. Day - No School

24th - End of the 2nd MP: HS/MS/Elem

11th, 18th, 25th - CN Early Dismissal / PD Day

February				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

1st - Early Dismissal / PD Day

1st - Grade Submission Ends - 9AM

7th - Distribute 2nd MP Report Cards

20th - Presidents Day - No School

21st - Lincoln's Day (Observed) - No School

8th, 15th, 22nd - CN Early Dismissal / PD Day

March				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1st - Early Dismissal / PD Day

14th - Pre K & Kindergarten - End of the 2nd MP

22nd - Pre-K & Kindergarten - Grade Submission Ends - 9AM

28th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards

31st - End of the 3rd MP: HS/MS/Elem

8th, 15th, 22nd, 29th - CN Early Dismissal / PD Day

20 Days

18 Days

23 Days

April				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

5th - Parent Conference Elem 5-7pm - Early Dismissal

5th - Parent Conference H.S. 5-7pm - Early Dismissal

5th - Early Dismissal - M.S. - Teacher Collab. /PD

7th - Good Friday - No School

10th - 14th - Spring Recess - No School

18th - Grade Submission Ends - 9AM

19th - Parent Conference M.S. 5-7pm - Early Dismissal

19th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

24th - Distribute 3rd MP Report Cards

26th - Early Dismissal / PD Day

May				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3rd - 14th - AP Exams

3rd - Eid al-Fitr Muslim Holiday

3rd - Early Dismissal / PD Day

29th - Memorial Day - No School

10th, 17th, 24th, 31st - CN Early Dismissal / PD Day

June				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

\*\* Pre-K - 8th-Grades due 5 days before last day

\*\* Pre-K - 8th-Distribute Report Cards on last day

\*\* H.S. Grade submission ends on last day

Last Day of School shall be Early Dismissal

7th - Early Dismissal / PD Day

9th - Last Day of School - Depending on Weather

14 Days

22 Days

7 Days

Full Day Professional Development Day

\*Prepared by the Computer Technology Center\*

School Closed

School Day

Commissioner's Network (CN Early Dismissal/PD Day)

Early Dismissal Professional Development Day

180 School Days

Modified 5/16/2022



## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, June 2, 2022  
**BOARD MEETING:** Wednesday, June 15, 2022

TO THE BOARD OF EDUCATION  
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
K. Morin	Career Academy gym: Tues., June 7 <sup>th</sup> 6:00-9:00 pm (National Honor Society ceremony)
M. Harris	Career Academy gym: 5/31 – setup for awards night 2:00-8:00 pm “ 6/1 Awards Night Ceremony 2:00-8:00 pm “ 6/7 setup for college/career day 2:00-6:00 pm “ 6/8 College/Career Ceremony 8:00-11:00 AM
Park & Rec. V. Cuevas	Kennedy pool & room: June 6,7,9,13,14,16,20,21,23,27,28,30 6:00 – 7:15 pm – classroom and 7:15 – 9:00 pm – pool (water safety instructor (WSI) course)
C. Swain	WAMS café & atrium: workshops held in café/meetings held in atrium Start time for all is 5:30 PM Workshops: June 2 <sup>nd</sup> July 7 <sup>th</sup> August 4 <sup>th</sup> Meetings: June 15 <sup>th</sup> July 21 <sup>st</sup> August 18 <sup>th</sup>
Park & Rec. V. Cuevas	Wilby, North End, Crosby, Wallace, West Side M/S : Aud., Café, Gym, Pool, Library, Computer Lab., Learning Ctr.; Mon. thru Fri. June 27 <sup>th</sup> thru Aug. 5 <sup>th</sup> 7:30 AM to 3:30 PM (Summer Recreation Program)
L. Richard	Kennedy café: Thurs., June 23 <sup>rd</sup> 8:00am – 3:00pm (State CNA Exam)
W.C.E.A. D. Orsatti, Pres.	Rotella café & aud.: June 15 <sup>th</sup> café 5-6pm & aud. 6-9pm and June 20 <sup>th</sup> café 5-6pm & aud. 6-9pm (informational mtg. & contract vote)

Approved

\_\_\_\_\_  
 Ann Sweeney

\_\_\_\_\_  
 Dr. Verna D. Ruffin  
 Superintendent of Scho



Book

MAY 16 2022

## SCHOOL PERSONNEL USE ONLY

DATE: 05/16/2022

TO: SCHOOL BUSINESS OFFICE

FROM: Keith Morin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☒ **Gymnasium**

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 06/07/2022

FROM: 6 pm TO: 9pm

### FOR THE FOLLOWING PURPOSES:

National Honor Society Induction Ceremony

\_\_\_\_\_

\_\_\_\_\_

Keith Morin  
APPLICANT

.....

### Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at the police and fire headquarters.



Book

MAY 23 2022

## SCHOOL PERSONNEL USE ONLY

DATE: 5.23.22

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Harris

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WCHS

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 5/31 - 6/1

FROM: 2:00 am/pm TO: 8:00 am/pm

### FOR THE FOLLOWING PURPOSES:

Set-up for Awards Night on 5/31  
Awards Night ceremony on 6/1

  
APPLICANT

.....  
Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at the police and fire headquarters.



MAY 23 2022

SCHOOL PERSONNEL USE ONLY

DATE: 5.23.22

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Hendri

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WCVT

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/7 - 6/8  
FROM: 6/7 - 2:00 pm TO: 6:00 pm  
6/8 - 8:00 am/pm 11:00 am/pm

FOR THE FOLLOWING PURPOSES:

\* set up for College : Career Acceptance Day 6/7  
\* College : Career Ceremony 6/8

Michael Hendri  
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at the police and fire headquarters.



back

## SCHOOL PERSONNEL USE ONLY

DATE: 5/24/22

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium

☐ Gymnasium

☒ Swimming Pool  
(7:15-9)

☐ Café/Rooms

in addition  
classroom  
with working  
computer and  
smart  
board  
(6-7:15)

(make updates if needed 6/5 and 6/7)  
DATES REQUESTED: June 6, 7, 9, 13, 14, 16, 20, 21, 23, 27, 28, 30

FROM: 6:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

To run a water safety instructor (WSI)  
course.

Victor Cuevas  
APPLICANT

.....  
Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at the police and fire headquarters.



SCHOOL PERSONNEL USE ONLY

Book

DATE: 5-25-22

TO: SCHOOL BUSINESS OFFICE

FROM: Clerk of Bd. of Educ.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: WAMS

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☒ CAFE/ROOMS

DATES REQUESTED: Workshop: June 2 July 7 Aug. 4  
Meetings: June 15 July 21 Aug. 18

FROM 5:30 am/pm TO 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Board of Education monthly  
workshops & meetings  
workshops in Cafe & Meetings in Atrium

C. Swan  
APPLICANT  
Su.

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at police and fire headquarters.



Book

## SCHOOL PERSONNEL USE ONLY

DATE: 5/25/22

TO: SCHOOL BUSINESS OFFICE

FROM: VICTOR CUEVAS

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: NEMS, Wilby, Crosby, Wallace  
West side

☒ Auditorium

☒ Gymnasium

☒ Swimming Pool

☒ Café/Rooms · Computer Lab  
Library  
Learning center

DATES REQUESTED: June 27, 2022 - August 5, 2022

FROM: 7:30 am/pm

TO: 3:30 am/pm

FOR THE FOLLOWING PURPOSES:

Bureau of Recreation Summer Program

Victor Cuevas  
APPLICANT

.....  
Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.  
These arrangements *must* be made in person at the police and fire headquarters.



Hook

SCHOOL PERSONNEL USE ONLY

DATE: 5/31/22

TO: SCHOOL BUSINESS OFFICE

FROM: Hinda Richard

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 6/23/22

FROM: 8 am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

(3) Kennedy High School  
CWA students to take  
State exam & WCA

[Signature]  
APPLICANT

\*\*\*\*\*  
Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.



*hook*

SCHOOL PERSONNEL USE ONLY

DATE: 5-31-22

TO: SCHOOL BUSINESS OFFICE

FROM: WCEA - White Collar Union  
Donna Orsatti, Pres.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Rotella

☒ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☒ CAFE/ROOMS

DATES REQUESTED: June 15<sup>th</sup> & June 20<sup>th</sup>

FROM 5:00 am/pm TO 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

June 15<sup>th</sup> - cafe 5-6pm Aud. 6-9pm  
June 20<sup>th</sup> - cafe 5-6pm Aud. 6-9pm

Informational meeting

Contract Vote - meeting

APPLICANT SM

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.

These arrangements *must* be made in person at police and fire headquarters.



## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, June 2, 2022  
**BOARD MEETING:** Wednesday, June 15, 2022

**TO THE BOARD OF EDUCATION  
 WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

**With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.**

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Taft Pointe Association	West Side café: Tuesday, June 28 <sup>th</sup> 6:30 – 8:30 pm
J. Kelly	(Annual condo owners meeting)

### **REQUESTING WAIVERS:**

Be a Baller-Not a Bully	Wilby gym,café: Mon. thru Fri. July 27 – 29 & August 1 – 5	7am to 5pm
D. Zimmerman	Kennedy gym,café: alternate site on days Wilby not available	(\$9,240.)
Watrbury Ballers	Crosby, Kennedy, Wilby gyms: Sat.June 25 <sup>th</sup> and Sun., June 26 <sup>th</sup>	
T. Lott, Jr.	9:00am to 7:00pm (basketball program)	(\$5,544.)

### **GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:**

Waterbury YMCA	Chase café -gym-library: start to end of 2022-23 school year	
J. O'Rourke	Gilmartin café-gym-lib.-rm.1041-fields: start to end of 2022-23 sch. yr.	
	Tinker café-gym-foyer: start to end of 2022-23 school year	
	Daily from end of school until 6:00 pm	(After School Program)
Wtby. Ballers	Kennedy gym: Mon.-Fri. 7/18 – 8/12/22	5:30 pm – 9:99 pm
T. Lott, Jr.	(basketball program)	



**MONIES COLLECTED TO DATE:**

**\$ 31,689.25**

**Approved:**

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**Ann Sweeney**

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**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

**These activities are completed and have been billed:**



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# MAY 24 2022

APPLICANT Board of Directors of Taft Ponite NAME OF ORGANIZATION Taft Pointe Association, Inc.  
ADDRESS 800 Main St S, Suite L2 Southbury, CT 06488 TELEPHONE # 203-264-6598  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Westside DATES 6/28/2022 ROOM(S) Cafeteria  
OPENING TIME 6:30 PM CLOSING TIME 8:30 PM PURPOSE Taft Pointe Annual Unit Owners Meeting  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT [Signature] DATE 5/19/2022  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \_\_\_\_\_

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. MBF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR service

RENTAL FEES: \$10/HR Rm fee

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 500 ☒ INSURANCE COVERAGE ☐ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Duval Zimmerman NAME OF ORGANIZATION Be A Buller Not A Bully

ADDRESS 109-9 Bucks Hill Rd Waterbury 06704 TELEPHONE # 203-519-9473  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 7/25-7/29/8/1 ROOM(S) Gym, Lunch room

OPENING TIME 2a CLOSING TIME 5p PURPOSE Basketball Camp

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 200

SIGNATURE OF APPLICANT [Signature] DATE 5-24-22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DZ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (2) (\$4620.)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with State of Building Permit)

APPLICANT/ORGANIZATION: Be A Bolder Not A Bulky

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wilby

DATE(S): 7/25-29 M-F

TIMES: 7A-5P

DATE(S): 8/1-8/5 "

TIMES: " "

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

5-24-22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 4620.  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



Yook

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
326 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Duval Zimmerman NAME OF ORGANIZATION Be A Bulter Not A Bully  
ADDRESS 109-9 Bucks Hill Rd Waterbury 06704 TELEPHONE # 203-519-9475  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy DATES 7/25-7/29/81 ROOM(S) Gym Lunch room  
OPENING TIME 7a CLOSING TIME 5p PURPOSE Basketball Camp  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 200  
SIGNATURE OF APPLICANT \_\_\_\_\_ DATE 5-24-82

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DZ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (a) (\$4620)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

Monday  
Thru  
Friday  
\* Back-Up if  
Wilky being  
used.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with a Building Permit)

APPLICANT/ORGANIZATION: Be A Bulter Not A Bully

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kennedy

DATE(S): 7/25-29 Mon-Fri

TIMES: 7A-5P

DATE(S): 8/1-5 "

TIMES: "

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

5-24-22

Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

4620.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers  
ADDRESS 25 Girard Ave Wdby CT 06704 TELEPHONE # 203 805 1884  
(street) (city) (state) (zip code) 203 509 4757  
SCHOOL REQUESTED Crosby DATES 6/25, 6/26 ROOM(S) Gym  
OPENING TIME 9am CLOSING TIME 7p PURPOSE Basketball  
ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100

SIGNATURE OF APPLICANT [Signature] DATE 5/27/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Terence Lott Jr, Terence Lott Sr, Marcus Robinson, Phil Lott  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR service per cust. (2) (\$1848)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION:

Withy Ballers

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

CROSBY

DATE(S): 6/25/22

TIMES: 9 AM - 7 PM

DATE(S): 6/26/22

TIMES: 11

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

5/27/22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

1,848.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST:

Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers  
ADDRESS 25 Girard Ave Wdby CT 06704 TELEPHONE # 203 805 1884  
(street) (city) (state) (zip code) 203 509 4757  
SCHOOL REQUESTED Kennedy DATES 6/25, 6/26 ROOM(S) Gym  
OPENING TIME 9am CLOSING TIME 7p PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100

SIGNATURE OF APPLICANT [Signature] DATE 5/27/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Terence Lott Jr, Terence Lott Sr, Marcus Robinson, Phil Lott  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. JA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. service per cust. (2) (\$1848)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE )

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with State of Building Permit)

APPLICANT/ORGANIZATION: Wthby Baller's

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Kennedy

DATE(S): 4/25/22

TIMES: 9 AM - 7 PM

DATE(S): 6/26/22

TIMES: "

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

5/27/22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

1,848.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers  
ADDRESS 25 Girard Ave Wlby CT 06704 TELEPHONE # 203 805 1884  
(street) (city) (state) (zip code) 203 509 4757  
SCHOOL REQUESTED Wilby DATES 6/25, 6/26 ROOM(S) Gym  
OPENING TIME 9am CLOSING TIME 7p PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100  
SIGNATURE OF APPLICANT [Signature] DATE 5/27/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Terence Lott Jr, Terence Lott Sr, Marcus Robinson, Phil Lott  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. JA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service per cust. (2) (\$1848)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE )

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION: Wilby Builders

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wilby

DATE(S): 4/25

TIMES: 9 AM - 7 PM

DATE(S): 6/26

TIMES: 11

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

5-27-22  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 1,848.  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
 SCHOOL BUSINESS OFFICE  
 236 GRAND ST., WATERBURY, CT 06702  
 USE OF BUILDING PERMIT  
 TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

MAY 23 2022

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA  
 ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # 203-754-9622  
 (street) (city) (state) (zip code)  
 SCHOOL REQUESTED Chase DATES Start to end of school (ongoing) ROOM(S) Cafeteria, Gymnasium, Library  
 OPENING TIME 2:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parents  
 ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
 APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70  
 SIGNATURE OF APPLICANT \_\_\_\_\_ DATE 5/11/22  
 PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kristen Jones 136 W. Main Street Waterbury, CT 06702 (203) 754-9622 ext. 125

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
 RENTAL FEES: \_\_\_\_\_  
 MISCELLANEOUS FEES: \_\_\_\_\_  
 SECURITY DEPOSIT \$ 200 INSURANCE COVERAGE ☒ YES ☐ NO

## PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 697-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

2022-2023 School Year

CONTRACT#

MAY 23 2022

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA  
ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # 203-754-9622  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Gilmartin DATES Start to end of school (ongoing) ROOM(S) Cafeteria, Gymnasium, Library, RM 1041, Fields  
OPENING TIME 3:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare and camp program to parents  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70  
SIGNATURE OF APPLICANT \_\_\_\_\_ DATE 5/4/22  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kristen Jones 136 W. Main Street Waterbury, CT 06702 (203) 754-9622 ext. 125

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 0 INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 697-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

2022-2023 School Year

CONTRACT#

MAY 23 2022

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA  
ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # 203-754-9622  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Tinker DATES Start to end of school (ongoing) ROOM(S) Cafeteria, Gymnasium, Foyer  
OPENING TIME 2:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parents  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 CHILDREN 40  
SIGNATURE OF APPLICANT \_\_\_\_\_ DATE 5/9/22  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kristen Jones 136 W. Main Street Waterbury, CT 06702 (203) 754-9622 ext. 125

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. \_\_\_\_\_ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 200 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers  
ADDRESS 25 Girard Ave Wbury CT 06704 TELEPHONE # 203 805 1884  
(street) (city) (state) (zip code) 203 509 4757  
SCHOOL REQUESTED Kennedy HS DATES 7/18 - 8/12 ROOM(S) Main Gym + Auxiliary Gym  
OPENING TIME 530p CLOSING TIME 9p PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE 5/27/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Marcus Robinson, Terence Lott Jr, Terence Lott Sr, Phil Lott  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

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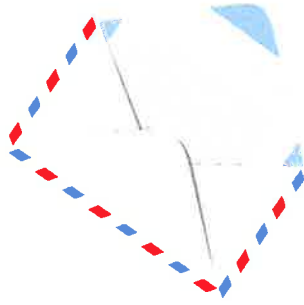
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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# COMMUNICATIONS



May 14, 2022 through  
May 31, 2022



**From:** noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>  
**Sent:** Friday, May 13, 2022 7:01 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 5-13-2022

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**



**Policy Services**

# **CABA Policy Highlights**

*Conrad Vahlsing, Staff Attorney*

May 13, 2022

Volume 21 Issue 21

**For a PDF version of this Policy Highlights, [Click Here](#)**

**Remote Meetings Bill is Signed by Governor:** Governor Ned Lamont signed the remote meetings bill, now entitled Public Act No. 22-3, on April 28. The law, An Act Concerning Remote Meetings Under the Freedom of Information Act, contains identical rules to Section 149 of last year's Public Act No. 21-2, except the previous end-date for remote meetings (April 30, 2022) has been removed. This change expressly allows remote meetings for public agencies, including school boards, to continue.

Public Act No. 22-3 allows boards of education to continue to hold meetings fully remote or partially remote (hybrid). However, these formats are just optional, so a district may decide to hold solely in-person meetings. Additionally, regardless of the format of meetings in a district, board members have the ability to choose to participate remotely.

There is no doubt that board members and superintendents, and superintendents' executive assistants, have become familiarized with the rules that govern remote meetings since last year's law went into effect mid-year. This edition of *Policy*



*Highlights* does not intend to function as a full explainer on all the nuances in the law, for example, there will be no discussion of the important requirements regarding the notice or agenda of remote meetings, or of a meeting's minutes. Rather, this *Highlights* will draw attention to several rules that pertain to meeting conduct that board members should be aware of while considering, and participating in, remote meetings:

**Rule:** If a regular meeting is fully remote, but a quorum of the board is participating from the same physical location, the public must be allowed to attend from that physical location as well.

Note that this requirement only pertains to regular meetings that are fully remote, and it does not pertain to any executive sessions at the meeting.

**Rule:** If a member of the board is participating remotely, and his or her electronic equipment fails, the meeting need not be adjourned or postponed UNLESS that member's presence is necessary for a quorum to be established. Be advised that there are some specific requirements about how to resume a meeting in such a situation, discussed below in a later rule.

**Rule:** If any member of the board participates remotely, all votes must be taken by roll call UNLESS the vote is unanimous.

A roll call vote is one where each individual member states his or her vote individually.

**Rule:** The "good faith effort" rule. Here, when a member of the board, or a member of the public, participates remotely, the person must make a good faith effort to identify oneself by name and title, if applicable, when that person participates orally during the meeting.

It should be noted that the language in the portion of the Act states that the identification should be done "at the outset of each occasion that such member participates orally during an uninterrupted dialogue or series of questions and



answers." See Public Act. No. 22-3, Section 1(e) (underlining added for emphasis).

**Rule:** If a remote meeting is interrupted due to a failure of the electronic equipment, the meeting can either be resumed in-person (if a quorum is present in-person), or electronically, if the technology has been restored. This rule also contemplates the failure of a single member's electronic equipment, if the member's presence is necessary for a quorum (discussed above in a previous rule).

HOWEVER, note that in such a situation the meeting can only be resumed after waiting at least 30 minutes from the time of equipment failure (or of the chair's determination that the equipment has degraded to the point of unacceptability), but the resumption cannot occur more than 2 hours after such time. So, in sum, there is a window within which such a meeting must be resumed, and that is between 30 and 120 minutes from the time of the interruption.

Also, if practicable, when the electronic equipment fails, the plan for resumption, adjournment, or postponement should be posted on the district's website and sent to attendees via electronic transmission.

The above rules are found in Section 1 of PA 22-3, which again, generally mirrors Section 149 of last year's PA 21-2; but be aware that there are additional rules and changes that were made to the state FOIA by PA 21-2. In other words, even though PA 22-3 is the "new" law, PA 21-2 made important changes to the state FOIA that are not referenced in PA 22-3.

As one example, Section 153 of PA 21-2 added the below language to the state FOIA (discussing a person, attending a meeting electronically, who disrupts the meeting via disorderly conduct):

"If such a person or group of person's is attending such a meeting by means of electronic equipment, as defined in section 1-200, the members of the public agency may terminate such person's or group of persons' attendance by electronic



equipment until such time as such person or group of persons conforms to order or, if need be, until such meeting is closed."

See Section 153 of PA 21-2 (adding language to the state FOIA which is now found in Section 1-232 of the Connecticut General Statutes).

**Policy Implications:** It is important to remember that fully remote and hybrid meetings are optional, and in-person meetings may still be conducted. However, some boards have reported that participation at board meetings has increased since the implementation of fully remote and hybrid meetings. The increased visibility, and community involvement and engagement, should be an important consideration that board's weigh when considering the merits of hybrid or fully remote meetings.

There are several policies that may address the format of board meetings, including descriptions in Community Relations policies in the 1000 series, or in board bylaws in the 9000 series that may contain more detail as to how meetings are conducted. As an additional note, boards are not *required* to record board meetings under the state FOIA or PA 22-3 unless it is a fully remote, regular meeting (except for any executive sessions), and there, the meeting must be recorded or transcribed, with some additional rules regarding how the recording/transcription must be kept. See PA 22-3.

Some boards do indeed record, or even livestream, their meetings, but this is a district's choice to do so (outside of the one aforementioned instance), and is either simply a continuing board practice or has been enshrined in policy and/or bylaw.

Here is a list of policies and bylaws that may pertain to fully remote and hybrid board meetings:

- #1100 ??? Communications with the Public
- #1120 ??? Public Participation of Board of Education Meetings
- #1205 ??? Participation by the Public; Agenda Format/Preparation and Dissemination



- #1300.1 ??? Community Engagement
- #1312 ??? Public Complaints
- #1316.2 ??? Civility
- #9321 ??? Time, Place, Notification for Meetings
- #9321.2 ??? Electronic Board of Education Meetings
- #9325.43 ??? Attendance at Meetings Via Electronic Communications

As always, if you need a sample policy, feel free to contact us in the Policy Department.

---

Connecticut Association of Boards of Education  
81 Wolcott Hill Road  
Wethersfield, Connecticut 06109  
Phone 860-571-7446 Fax 860-571-7452  
[www.cabe.org](http://www.cabe.org)



[Unsubscribe](#) from this eNotice.





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 2, 2022

Yvonne Santa Maria  
131 Danielle Dr.  
Waterbury, CT 06704

Dear Ms. Santa Maria:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Crosby High School for the position of Administrative Associate I (Req. #2022774) at \$19.62 per hour. Please contact Michael Veronneau, Principal @ Crosby High School at (203) 574-8060 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 23, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 16, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Veronneau, Princ @ Crosby HS  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 16, 2022

Carmen Grassi  
38 Clover St., 1<sup>st</sup> Fl.  
Ansonia, CT 06401

Dear Ms. Grassi:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Bunker Hill Elementary School (Req. #2022686) at \$16.70 per hour. Please contact Linda Leyhow, Principal @ Bunker Hill Elementary School at (203) 574-8183 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 12, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 5, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Leyhow, Princ @ Bunker Hill ES  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 16, 2022

Ashley James  
436 Pine St., Apt. 2  
Waterbury, CT 06704

Dear Ms. James:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Regan Elementary School (Req. #2022724) at \$16.70 per hour. Please contact Angela Razza, Principal @ Regan Elementary School at (203) 574-8187 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 26, 2022 at your regular scheduled time.

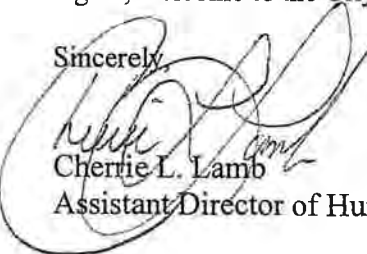
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,



Cherrie L. Lamb

Assistant Director of Human Resources

CLL/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Angela Razza, Princ @ Regan ES  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 16, 2022

Donna Ward  
273 Transit St.  
Waterbury, CT 06704

Dear Ms. Ward:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738H) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 12, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be nine months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 16, 2022

Jessica Russman  
235 Belmont Ave., Apt. B  
Waterbury, CT 06708

Dear Ms. Russman:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738G) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 12, 2022 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be nine months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 16, 2022

Sylvia Lebron  
238 Knollwood Circle  
Waterbury, CT 06704

Dear Ms. Lebron:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738D) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

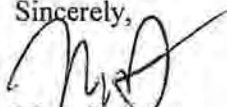
We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 12, 2022 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be nine months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,  
  
Nicholle West

Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

May 16, 2022

Rosa Quinonez  
496 Wolcott St.  
Waterbury, CT 06705

Dear Ms. Quinonez:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738F) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 12, 2022 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be nine months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 16, 2022

Arellys Cruz Velazquez  
177 State St., Bldg 1, Apt. 202  
Meriden, CT 06450

Dear Ms. Cruz Velazquez:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738B) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 12, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be nine months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 18, 2022

Louis Fucito  
48 Edson Ave.  
Waterbury, CT 06705

Dear Mr. Fucito:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Accountant III – School Business Office (Req. #2022116) at \$75,000.00 per year. Please contact Doreen Biolo, Chief Fiscal Operator at (203) 574-8031 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 12, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 12, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Doreen Biolo – CFO-Educ  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 19, 2022

Darren Schwartz  
530 Country Club Rd.  
Waterbury, CT 06708

Dear Mr. Schwartz:

This is to inform you that your name is being certified to the Department of Education for the position of Deputy Superintendent of Schools (Req. #2021924) at \$190,000.00 per year. Please contact Dr. Ruffin, Superintendent of Schools at (203) 574-8000 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor was May 2, 2022.

Good luck in your new position.

Sincerely,

Scott Morgan  
Director of Human Resources

SM/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 23, 2022

Emily Cortese  
69 Randolph Ave.  
Waterbury, CT 06710

Dear Ms. Cortese:

Your name is being certified to the Department of Education for the position of Attendance Counselor @ Wilby High School (Req. #2022758) at \$22.59 per hour.

Please call Michelle Baker, Principal @ Wilby High School to discuss the details of the position and your start date. The telephone number is (203) 574-8060.

Failure to call the above named individual by May 30, 2022 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

***Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.***

Sincerely,

Nicholle West  
Human Resources Generalist  
NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Michelle Baker, Principal @ Wilby  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 23, 2022

Kayla Maldonado  
37 Maplerow Ave.  
Waterbury, CT 06705

Dear Ms. Maldonado:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738E) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 26, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be nine months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 24, 2022

Terri Brooks  
97 Hickory Lane  
Wolcott, CT 06716

Dear Ms. Brooks:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738J) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 26, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was May 19, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be nine months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education,  
Linda Franzese, Director of Food Service,  
Dr. Ruffin, Supt. of Schools  
File





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 24, 2022

Albert Curtis  
67 Altyre St.  
Waterbury, CT 06705

Dear Mr. Curtis:

Your name is being certified to the Department of Education for the position of Carpenter Foreman (Req. #2022438) at \$28.76 per hour.

Your official start date was May 5, 2022.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Inspector  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

May 26, 2022

Jose Badillo  
19 Hart Circle  
Waterbury, CT 06705

Dear Mr. Badillo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education - Food Service for the position of Food Service Driver (Req. #2022882) at \$21.61 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 9, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 2, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist


NWsd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Director of Fd Serv  
file



**From:** noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>  
**Sent:** Friday, May 27, 2022 7:01 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 5-27-2022

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**



**Policy Services**

# **CABA Policy Highlights**

*Conrad Vahlsing, Staff Attorney*

May 27, 2022

Volume 21 Issue 22

**For a PDF version of this Policy Highlights, [Click Here](#)**

**Connecticut's Condition of Education Report Released:** On March 25, the Connecticut State Department of Education released its annual status report on public education. The report, entitled *The Condition of Education in Connecticut*, presents data from the 2020-21 school year that pertain to "the progress of the public education system, the characteristics of its students and educators, and student performance on key indicators of student engagement and student readiness for college and careers." Without surprise, the report notes that the COVID-19 pandemic impacted several of the indicators included in the report.

While each local and regional district has its own set of successes and challenges, it can be instructive to reflect on the state of education in Connecticut more widely, if only to see how one's own district compares to the data, including statewide averages. Here are some key takeaways from the report included in the Executive Summary:

- Overall enrollment declined "nearly three percent" from the prior year



- However, certain percentages within enrollment increased, when compared to data from five years ago. These percentage increases were in: diverseness of enrollment (50.1 percent are nonwhite), enrollment from low-income families (42.7 percent are eligible for free or reduced-price meals), and enrollment with greater educational needs (16.3 percent are students with disabilities, 8.3 percent are English learners)
- The percentage of nonwhite educators has increased from 8.1 percent in 2014-15 to 10.0 percent in 2020-21.
- The chronic absenteeism rate increased from 12.2 percent in 2019-20 to 19.0 percent in 2020-21, and incidences of chronic absenteeism increased disproportionately among students of color, English learners, students with disabilities, and students from low-income families.
- Students who learned in-person during the 2020-21 school year lost the least ground academically, with students who learned hybrid or remote "showed substantially weaker achievement and growth during the pandemic." The largest observed difference was in mathematics, but academic impacts were seen in all subjects.
- Four-year high school cohort graduation rates continued to increase (88.8 percent for 2020) and the graduation rate gap between "most student groups" continued to decrease.
- The percentage of students who were on-track in Grade 9 (in 2020-21) was the lowest in the past seven years.
- There was a "significant decline" of 11th and 12th grade students who met the College and Career Readiness benchmark on the SAT, ACT, AP, or International Baccalaureate exams. The percentage was 36.0 percent in 2020-21 and 42.6 percent in 2018-19, and "[a]ll student groups showed similar substantial declines."
- College entrance rates declined to 67.4 percent for the class of 2020, from 71.5 percent for the class of 2019. However, college graduation rates "remained steady."
- The Executive Summary and the full Report can be found on the State Department of Education website.



**Policy Implications:** A school district's own data, as opposed to statewide data, will be most instructive when making decisions within the district. Increases in positive indicators within a district should be the guide as to whether a district is on the right path (for example, an increase in graduation rate in the district, regardless as to how that rate compares to the statewide average, is a point of success).

As an important aside, this *Policy Highlights* would be remiss if it did not take the opportunity to refer districts' education leaders to a very useful and innovative resource for both statewide and district-specific education data: the state website, [edsight.ct.gov](https://edsight.ct.gov). This website, referred to as EdSight, displays a variety of public education data, and allows districts to see their own "Report Card" of data indicators and compare them to other districts, or to statewide data.

Statewide data can be important for reference. For instance, a district considering remote programs of instruction, allowed for grades 9-12 in the 2022-23 school year, should review the relevant aspects of the Report, including the section "Student Achievement and Growth through the Pandemic," which shows data comparisons among in-person, hybrid, and fully remote learning. This data provides another consideration into whether (and how) a district proceeds with a program of remote instruction.

As an additional note on remote learning, Public Act No. 22-80, entitled An Act Concerning Childhood Mental and Physical Health Services in Schools, was signed by Governor Ned Lamont on May 24. The law expands allowing remote learning to grades K-12 starting with the 2024-25 school year, and prohibits dual instruction (simultaneous in-person and virtual instruction in a given class).

Also, districts revising or adopting policies on Advanced Course Participation and Challenging Curriculum, required by July 1, 2022 under Public Act No. 21-199, may want to review the Report sections entitled "Participation in College-and-Career Readiness Coursework" and "Meeting Benchmark on a College and Career Readiness Exam."



The information in the Report, as well as the data on EdSight, is applicable to a wide-range of policies, including, but by no means limited to, many in the Series 0000 and Series 6000; here are some to begin with:

- [#0210 ??? Goals/Objectives for Student Accomplishment](#)
- [#0210.1 ??? Guidelines for School Improvement](#)
- [#0210.2 ??? Student Learning Goals/Indicators of Success](#)
- [#0211 ??? Aims for Student Learning Programs](#)
- [#6141.51 ??? Advanced Courses or Programs- Eligibility Criteria for Enrollment](#)
- [#6141.52 ??? Challenging Curriculum Policy](#)

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Connecticut Association of Boards of Education  
81 Wolcott Hill Road  
Wethersfield, Connecticut 06109  
Phone 860-571-7446 Fax 860-571-7452  
[www.cabe.org](http://www.cabe.org)



[Unsubscribe](#) from this eNotice.



## Carrie Swain

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Friday, May 27, 2022 1:37 PM  
**To:** Tim Moynahan  
**Subject:** MEMORIAL DAY

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Memorial Day reminds us that freedom comes at a high price. "Courage is almost a contradiction in terms, it means a strong desire to live taking the form of readiness to die" G.K. Chesterton

On Memorial Day we STAND TO SALUTE OUR FLAG in honor of the legacy of our heroes,. We are the inheritors of their great examples. Freedom isn't free.



Timothy C. Moynahan, Esq.

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: [tconstant@moynahanlawfirm.com](mailto:tconstant@moynahanlawfirm.com)

Website: [www.moynahanlaw.com](http://www.moynahanlaw.com)

**CONFIDENTIALITY NOTICE:** This e-mail transmission (and/or the attachments accompanying it) may contain confidential information, protected by the attorney-client and/or attorney work product privileges. The information is only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of any information in this transmission is strictly prohibited. Any unauthorized interception of this transmission is illegal under the law. If you have received this transmission in error, please promptly notify the sender by reply e-mail, and then destroy all copies of this transmission. Thank you.



The City of Waterbury  
Finance and Audit Review Commission  
235 Grand Street, Waterbury, CT 06702

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May 23, 2022

Honorable Board of Education:

We respectfully submit the City of Waterbury Student Activity Fund Audit for your review and comments.

A handwritten signature in cursive script, reading "P. Buzzelli".

Paul Buzzelli, Chairman  
Finance and Audit Review Commission





# STATE OF CONNECTICUT

## STATE DEPARTMENT OF EDUCATION DIVISION OF LEGAL AND GOVERNMENTAL AFFAIRS



### MEMORANDUM

To: Ann Sweeney, Verna Ruffin, Kevin Egan

Copy: Tara Shaw, Jim Tessitore

From: Attorney Laura Anastasio, on behalf of Charlene M. Russell-Tucker,  
Commissioner of Education

Date: May 24, 2022

Re: Waterbury Teachers' Association Notice of Negotiations

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Department of Education records indicate that you will be negotiating a collective bargaining contract during the upcoming school year. Procedures for the conduct of negotiations and, if necessary, impasse resolution are found in Connecticut General Statutes §10-153a *et seq.* This Memorandum is designed to provide the parties with information necessary to comply with statutory requirements. This is the only notice you will receive regarding the following timelines:

**Reported Budget Submission Date: April 1, 2023**

**Commence Date: September 3, 2022**

**Mediation Date: October 23, 2022**

**Arbitration Date: November 17, 2022**

### MEDIATION

On or before your mediation date, you must report the name of a mutually selected mediator. In order to expedite the scheduling process, parties should contact the designated mediator directly to determine his or her availability. If I am not informed by the above date of the mediator selected or of the fact that the parties reached a settlement, the Commissioner will designate a mediator in accordance with her statutory authority. The names of State Department of Education mediators are posted on the Internet at <https://portal.ct.gov/sde> (under the heading "Departments," select "Legal and Governmental Affairs"). Mediator per diem fee schedules and cancellation policies are on file with the Division of Legal and Governmental Affairs. They are available upon request.

### ARBITRATION

The arbitration process will be instituted unless my office is informed that the parties have reached a contractual agreement. On or before the arbitration date, each party must report the name of their respective party arbitrator, or their mutual decision to designate a single arbitrator. If either party fails to select their respective party arbitrator, or if neither party selects a party arbitrator; then the Commissioner will designate an arbitrator in accordance with her statutory



authority. Within five days of the above arbitration date, the parties shall inform my office of the name of the mutually selected impartial arbitrator. If I am not informed of the impartial arbitrator selected or of the fact that the parties reached a settlement, the Commissioner will designate an impartial arbitrator in accordance with her statutory authority. The law requires the initial arbitration hearing to be held between the fifth and twelfth day, inclusive, following the selection of the impartial arbitrator.

The names of the State Department of Education arbitrators are posted on the Internet at <https://portal.ct.gov/sde> (under the heading “Departments,” select “Legal and Governmental Affairs”). Arbitrator per diem fee schedules and cancellation policies are on file with the Division of Legal and Governmental Affairs. They are available upon request.

### **NOTIFICATION TO PARTIES**

Connecticut General Statutes § 10-153f(c)(2) requires the Commissioner to send a notice of the initial arbitration hearing date to the board of education and the representative organizations which are parties to the dispute and, if a three-member arbitration panel is selected or designated, to the other members of the panel. In addition, the statute requires the Commissioner to send a copy of the notice by registered mail, return receipt requested, to the fiscal authority having budgetary responsibility or charged with making appropriations for the school district. Our office will send the remaining parties all notices via email.

### **CONTACT**

The parties must meet the above-noted statutory requirements. Please direct all inquiries and communications to Attorney Laura Anastasio at the Division of Legal and Governmental Affairs, P.O. Box 2219, Hartford, CT 06145, telephone number 860-713-6520.





The City of Waterbury  
Internal Audit Department  
235 Grand Street, Waterbury, CT 06702

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May 23, 2022

Finance and Audit Review Commission:

The Audit Department has completed the City of Waterbury Student Activity Fund Audit. Our objective was to determine if Student Activity Funds were adequately controlled, accounted for and reported in accordance with any applicable laws, policy and regulations.

We would like to thank the employees of the Waterbury Public Schools and the Finance Department for their cooperation during the process. This report was completed with the assistance of Caroline Perri.

The accompanying report is provided for your information. Additional copies of the report will be provided upon your request. This report can also be found on the City of Waterbury's Internal Audit Webpage.

Sincerely,

Joseph Garvis, CPA, CGMA

cc: Honorable Neil O'Leary, Mayor  
David Lepore, Advisor to the Mayor  
Mike LeBlanc, Director of Finance  
Dr. Verna D. Ruffin, Superintendent of Schools  
Doreen Biolo, Chief Financial Officer  
Carrie Swain, Board of Education



# City of Waterbury Student Activity Fund Audit

February 28, 2022

Joseph J Garvis, CPA  
Director of Internal Audit



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## **I. Authorization**

At the request of the Finance and Audit Review Commission (FARC) the Internal Audit Department (IAD) surveyed Management to identify potential audit projects and was requested to review the accounts and operations of City of Waterbury (City) Student Activity Funds (SAF).

## **II. Objectives and Methodology**

A. The objectives of our audit were to:

- Obtain an understanding of all existing state and local requirements as they relate to SAF.
- Obtain an understanding of the various SAF processes and procedures used by Waterbury Public School System (WPSS).
- Determine if written policy and procedures are adequate to address proper internal controls and compliance.
- Determine if funds are adequately safeguarded.
- Determine if receipts are complete and deposited in a timely manner.
- Identify opportunities to improve efficiencies and controls in the SAF process.

To develop an understanding of relevant control structure policies and procedures, we reviewed financial records, applicable laws, policy and regulations. We examined department reports, compared data, observed operating procedures and analyzed historical results.

B. Scope of procedures:

1. Tested cash receipts
2. Reviewed detail deposits
3. Tested cash deposits to the bank
4. Tested check deposits to the bank
5. Reviewed and summarized receipt books
6. Reviewed and summarized bank statements
7. Compared bank statements to receipt books and Quicken ledger



8. Reviewed bank account reconciliations
  9. Reviewed activity account reports
  10. Compared activity account balances to bank balances
  11. Tested cash disbursements
  12. Tested check endorsements
  13. Reviewed Management Oversight on site – School
  14. Reviewed Management Oversight – Business Office
- C. Internal Audit examined the duties of personnel concerned with cash inflows, outflows and accounting.
- D. Interviewed WPSS and Departmental employees.
- E. Reviewed the City-Wide Cash Control Policy and Procedure.

### **III. Background Information**

Student activity funds are fiduciary funds, which are held on behalf of the students. The purpose of student activity funds should be to promote the general welfare, education and morale of all of the students and to finance the reasonable, co-curricular and school activities of the student body. These educational experiences take a variety of forms including such areas of interest as athletics, assemblies, honor societies, clubs, lectures, field trips and student council. These activities are available to the entire student body. The funds will not be used for any purpose that represents an accommodation to an individual, a loan or credit. Funds will not be used for staff or a capital improvement to a facility.

Projects for the raising of student activity money shall contribute to the educational experience of the students and shall add to, but not be in conflict with the instructional program. Student participation is an important factor in the democratic management of the money raised by the students and expended for their benefit. Student activity money shall be expended in such a way as to benefit those pupils who have contributed to the accumulation of the money.

The funds in each of the student activity accounts are held on behalf of the students. Every effort should be made in order to expend the funds for the purpose for which they were intended, in the year the funds were raised. If a balance remains in the



student activity account for the various classes, the funds should follow the class to the next grade level.

School activity accounts as described in CGS 10-237 (**Exhibit A**) will also be maintained. These funds will be used to report gifts and donations not related to a student activity. They will also account for funds from the Board of Education budget which support school activities.

#### **IV. WPSS Student Activity Funds Overview of Operations**

##### **1. Management of Student Activity Funds**

At the time of our review there were 32 SAF Webster Bank checking accounts in use (**Exhibit B**). All bank reconciliations were prepared by a staff member in the Waterbury Public School System central business office location. Standalone manual check books were in use at all school locations, checks were prepared by the Business Manager on site at each location. Manual receipt books were being used to record the receipt of SAF funds at some locations.

##### **2. Type of Funds collected**

- a. Schools currently generally accept the following payment types:
  - i. Cash
  - ii. Check
  - iii. Money Order

##### **3. Student Activities Fund approvals**

At high school and middle schools, at least two authorizations are required for all withdrawals.

##### **4. Software Systems used to manage Student Activity Funds**

Quicken software was being used to record deposits, check disbursements and transfer activity. Microsoft Excel was being used at some locations to record transactions.

##### **5. Student Activity Funds policies, documents and forms**

The WPSS has a Student Activity Funds policy last updated 2004 (**Exhibit A**)



## **V. General**

At the time of our review up to date bank reconciliations along with reverse positive pay used for check disbursements enhanced controls. Controls over cash receipts, cash disbursements, reporting and oversight are in need of improvement.

Controls over cash receipts were not being followed. Detail cash receipt books were not always being used and there was no central control over cash receipt books.

We found supporting documentation was not always being maintained. Request for payment forms were being approved and checks were being issued for payment without supporting documentation.

Reporting of the activity account balances to activity advisors was not being done periodically. We were informed some reporting of activity balances was being done informally as requested however the process was not documented.

Oversight procedures for cash receipt, cash disbursement and reporting functions were not fully documented and are in need of improvement.

## **VI. Findings and Recommendations**

### **1. Collection and Documentation of Receipts**

We conducted various tests of seven (7) schools SAF accounts the total amount of the seven SAF balances tested was more than \$335,000 or approximately 75% of the entire SAF District balance of \$447,892 at fiscal yearend 6/30/21 (**Exhibit B**). Our testing disclosed:

Detail cash receipts were not always being issued, we found only 2 of the 7 schools tested were using detail receipt books to document and record the receipt of SAF funds. WPSS Board of Education (BOE) Policy and Regulations (**Exhibit A**) section II. A. Collection and Documentation of Receipts states "All moneys collected from any source must be substantiated by pre-numbered duplicate-copy receipts". In addition to the BOE requiring the use of detail receipt books to substantiate all moneys collected, in a manual system receipt books serve as the basis for the detail point of sale (POS) system. Issuing detail customer receipts is a key control over an accounting or bookkeeping cash receipts function, where individuals independent of accounting/bookkeeping can confirm their detail transactions and track activity and or recorded amounts for their respective account.

Of the receipt books in use there was no indication on the detail receipts whether cash, check or money order had been received, the series of receipt books we



examined was incomplete as to the source of each detail item cash, check or money order. Separately accounting for cash and check receipts is a control that can be used and should be used to prevent and/or detect inappropriate activity or the misappropriation of funds.

The receipt books in use appear to be generic receipt books available from an office supplier. There was no unique marking or identifier on any of the detail receipts issued indicating City of Waterbury Student Activity Fund or other unique logo. Although one school marked each book on its cover with a number, there was no central database or other method being used to control the distribution and tracking of receipt books issued and in use or the series of detail receipts or books that have been fully used.

We found there was no documented accounting or analysis being done showing all receipt and deposit activity was accounted for, compared to bank deposits and deposits recorded in Quicken.

When safeguarding cash and checks physical controls are emphasized. Controls should include restricting access to funds (cash and checks) to as few individuals as possible. Counting cash in a non-public area, having more than one individual present, if possible. Depositing cash and checks daily, use of other physical controls such as a safe to store funds until deposited. We found that not all schools had a school safe for use in storing funds. Although the funds may have been stored in a locked office and or desk, WPSS Board of Education (BOE) Policy and Regulations state “ Said moneys shall remain in the school safe only until such time as a deposit can be reasonably completed. “

There was a lack of separation of duties at school locations. The same employee that receives SAF funds, counts cash and checks, issues receipts, has custody of funds, makes deposits, prepares and issues vendor checks, accounts for cash receipts, is the sole user of the software, makes transfers and issues any related reports.

## Recommendations

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- We recommend that all moneys collected from any source be substantiated by pre-numbered triplicate-copy receipts. In a system using triplicate copy receipt books the top copy is given to the customer, the second copy is attached to deposit documentation and the third copy remains in the receipt book to form the detail manual POS system.
- We recommend there is an indication on the all detail receipts issued showing whether cash, check or money order was received.
- We recommend that receipt books have prenumbered receipts and all detail receipts contain unique printed language such as, City of Waterbury Student Activity Fund or other unique printed language or logo deemed appropriate.



- We recommend that all receipt books are centrally purchased, issued, tracked and controlled by WPSS Central Business Office. Also that a central database is used to control the distribution and tracking of receipt books issued and in use, the series of detail receipts involved and receipt books that were issued and are fully used.
- We recommend a documented process is developed to tie detail copies of receipts in receipt books to detail deposits per bank and detail deposits recorded in Quicken software. The individual performing this analysis and reconciliation should not have access to any SAF funds, be responsible for bookkeeping or accounting for SAF or for inputting, processing or reporting data in Quicken.
- We recommend that a review is done of physical controls over SAF funds (cash and checks).
- Due to the lack of separation of duties we recommend oversight is increased to compensate for the lack of separation of duties in the SAF function.

### **Management Response**

We will be purchasing books and storing them in the School Business Office. They will be controlled by SBO personnel. We will be investigating the printing and cost for the books. Quicken cannot produce receipts. We will do the information gathering in the summer (July - August 2022) and start implementation in September - October 2022.

Due Date: September - October 2022

Responsible Person: Chief Financial Officer, WPSS

## **2. Disbursements and Processing Payment Requests**

Prior to preparing and issuing check payment activity account advisors complete and sign a request for payment form (**Exhibit A**) attach supporting documentation (i.e., invoice, receipt) forward the request to the business manager. The business manager will prepare a check and forward the check, request for payment voucher, and documentation to the school principal for review and signing of the check. During our review and analysis of request for payment forms and supporting documentation we found:

1. Supporting documentation (invoices, receipts) was not always being kept to support the request for payment as is required by WPSS Board of Education Policy.
2. WPSS Board of Education Policy section II, B. states, When a check has been written, the invoice, and supporting documents, shall be marked "PAID BY CHECK NUMBER \_\_\_\_ and DATE OF PAYMENT \_\_\_\_ and shall be filed for



auditing purposes.”. Following processing for payment we did not find any supporting documents that were being marked paid with date of payment.

3. WPSS Board of Education Policy section II, B. also states “Disbursements shall be supported by invoice or documentation bearing signatures certifying receipt of goods or services. Accuracy of prices, extensions and totals should be checked prior to payment” we found that supporting documents did not always have signatures certifying receipt of goods or services. Although there may have been a process being used to check accuracy of prices, extensions and totals prior to payment the process was not documented.
4. Standalone manual check books were in use at all school locations, checks were prepared manually by the Business Manager on site at each location.

## Recommendations

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- We recommend that supporting documentation (invoices, receipts) are always provided as part of the documentation supporting the request for payment form and are kept for auditing purposes as required by BOE policy.
- We recommend when a check has been written that supporting documentation (invoices, receipts) are always marked PAID BY CHECK NUMBER \_\_\_\_ and DATE OF PAYMENT \_\_\_\_ as required by BOE policy.
- We recommend that a documented process is developed for certifying receipt of goods or services, accuracy of prices, extensions and totals prior to payment including any signatures certifying receipt of goods or services.
- We recommend that when tangible goods are received a process is in place to ensure that goods are adequately safeguarded and controlled.
- We recommend that all checks are printed from the automated software feature in Quicken and all data is stored on the network drive.
- We recommend after checks are signed they should be distributed and not returned to the bookkeeping or accounting function.
- We recommend blank check stock should be controlled and stored in a secure area by an individual who is responsible for storage and issuance of blank checks. This individual should not also be responsible for creating and issuing check payments.

## Management Response

We will distribute instructions for check writing in Quicken to all middle and high school (before the end of the school year). This will be followed up by training the people who are responsible for the SAF at the Middle and High schools (to start in Sept - Oct 2022). We will reaffirm the Board of Education policy with all school SAF users.



Due Date: Sept - Oct 2022

Responsible Person: Chief Financial Officer, WPSS

### 3. Quicken Ledger Activity

WPSS Board of Education (BOE) Policy indicates that the graduating class bring its account balance to zero by June 30<sup>th</sup> within two years following the graduating year. The class may elect several methods in order to bring the account to a zero balance.

WPSS Board of Education (BOE) Policy and Regulations provides no guidance or forms for use in making transfers among activity accounts.

Following our review of Quicken ledger activity we found:

1. Some graduating classes had activity beyond the two years following the graduating year.
2. Transfers were being made in various activity accounts. WPSS was using an internally developed request for transfer form.
3. Some individual activities had negative balances.

### Recommendations

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- We recommend that accounts are reviewed periodically to determine if action needs to be taken in order to comply with BOE Policy for Class Accounts.
- We recommend that a periodic review is performed of Quicken ledger activity to determine if there are any unusual transactions or amounts such as negative individual activity balances and that for any items identified corrective action is taken as needed.
- We recommend that a review is performed of WPSS Student Activity Fund Board of Education Policy and Regulations to update policy, forms and documents as needed.

### **Management Response**

At the end of each school year we will review class accounts and remove accounts as needed. We will review the Board of education policy and suggest changes (July - August 2022 for review Sept. 2022)

Due Date: Sept. 2022

Responsible Person: Chief Financial Officer, WPSS



#### 4. Reporting

According to WPSS Board of Education Policy and Regulations section V. The principal or business manager shall maintain a complete set of books recording all moneys received and disbursed. All transactions shall be entered and categorized to permit appropriate analysis. Separate account balances shall be kept for each club or activity.

On a quarterly basis during the school year, the building principals will send reports on the school activity funds to the School Business Office personnel who will then forward a copy to the internal city auditor.

An annual activity report summarizing receipts and disbursements as well as a reconciled cash balance statement shall be prepared by the principal or business manager at the end of each school year. This report shall be signed and dated by the principal.

We found that no annual reporting was being done at the school level, however, this function was taken over by Waterbury Public School System central business office personnel.

We found reporting of the activity/club account balances to activity advisors was not being done periodically. We were informed some reporting of activity/club balances was being done informally as requested however the process was not documented. Reporting detail activity and balances to activity advisors is a key control over the accounting function, where activity advisors independent of accounting can confirm transactions and recorded balances for their respective club or activity.

The Internal City Auditor has not received any quarterly school activity fund reports as described above.

#### Recommendations

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- We recommend that detail reports be prepared at least quarterly and distributed to each club/activity advisor showing detail activity and balances for their club/activity. If any differences exist policy should include a process to resolve discrepancies involving both the school business officer and the principals office.
- We recommend that quarterly reports on school activity funds are sent to School Business Office personnel who will then forward a copy to the internal city auditor.
- We recommend policy is established to monitor and report on any club/activity in the event that there is no advisor.

#### **Management Response**



Item 1 + 2 will be discussed with the staff at the Middle and High schools and may be incorporated into the changes that are recommended for Board of Education policies Sept - Oct 2022). We will recommend Item 2 be removed from the Board of Education policy.

Due Date: Sept - Oct 2022

Responsible Person: Chief Financial Officer, WPSS

## 5. Manual Processes and Systems

As noted throughout this report standalone manual checking, receipting and excel processes and systems were being used at school locations to capture, process, review and report SAF detail transactions. In general manual systems are prone to errors and omission, require large amounts of Staff and Management time to prepare, update, review and control. Related control issues are noted and described in detail throughout this report.

During our review of Quicken ledger activity we found in some cases large gaps in check number sequence. This would indicate detail checking activity was being posted to Quicken on an as cleared basis and not on an as written basis. Generally checks are written in sequential order the large gaps in check number sequence that we found posted in Quicken would indicate that was not always the case.

## Recommendations

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- We recommend that consideration should be given to automating and integrating manual processes and systems into software systems to the greatest extent possible. Automating manual processes and systems strengthens controls, enables Management to monitor transactions and activity in real time and also produce Management/Exception reports, performance indicators and other reports in real time.
- We recommend that all checks are printed from the automated software feature in Quicken and all related data is stored on the network drive.
- We recommend that a review is done to determine the capability of using Quicken software to produce detail cash receipts in order to automate and integrate the cash receipts function into Quicken.

## Management Response

The SBO will make every effort to automate the SAF process. The SBO will provide training to the Middle and High school SAF manager on the use of Quicken to print checks. (Sept. 2022) Quicken cannot be used to print receipts.



Due Date: Sept. 2022

Responsible Person: Chief Financial Officer, WPSS

## 6. Software Systems

As previously noted Quicken software was being used to record deposits, check disbursements and transfer activity. Microsoft Excel was being used at some locations to record transactions. WPSS Board of Education Policy and Regulations states the Quick Books program will be used for the bookkeeping process. In general Quick Books has more features and capability than Quicken.

Currently the WPSS SAF system consists of standalone manual recordkeeping that is data entered into Quicken. We reviewed student activity fund reports from other school districts and found districts were using SAF software packages designed for school districts student activity funds.

## Recommendations

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- We recommend that Quicken software is evaluated to determine if Quicken is adequate to meet all the needs of WPSS for SAF purposes.
- We recommend that a review is done to determine if the additional features and benefits available using Quick Books rather than Quicken would better meet the needs of WPSS Student Activity Fund.
- We recommend that a review of Student Activity Fund software packages is done to determine the feasibility of replacing the system currently being used with a Student Activity Fund software package.

## **Management Response**

Quicken provides adequate information and is cost effective. QuickBooks costs is about \$360.00 a year. A software package will be discussed with SBO management for consideration.

Due Date: August 2022

Responsible Person: Chief Financial Officer, WPSS



## 7. Management Oversight

As previously noted the bank balances and receipt books were not being compared and agreed to the trial balance of activities and funds.

We found there was no documented process showing receipts and deposits were being monitored for reasonableness.

As previously reported we found reporting of the activity/club account balances to activity advisors was not being done periodically. This is a key control over the accounting function, where activity advisors independent of accounting can confirm transactions and recorded balances for their respective club or activity.

### Recommendations

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- We recommend that documented procedures are developed for comparing the trial balance of activities to bank deposits and deposits per receipt books.
- We recommend that documented procedures are developed to be used to monitor receipts and deposits for reasonableness.
- We recommend that a review is done of BOE Policy applicable to reporting of the activity/club account balances to activity advisors.
- We recommend that consideration is given to performing periodic audits/reviews on site at school locations in order to increase compliance and gain insight into SAF operations at the schools. This process could include surprise cash counts or audits.

### **Management Response**

The SBO will review, develop and update procedures to the SAF and recommend adjustment to the Board of Education policies.

Due Date:

Responsible Person: Chief Financial Officer, WPSS

## 8. Internal Control Activities

As previously noted oversight procedures for the cash receipt, cash disbursement and reporting functions were not fully documented and are in need of improvement, these factors added to the control and oversight of standalone manual recordkeeping systems currently in use that need strengthening and or improvement contribute to a weakened control environment for Student Activity Funds. As a result risk is increased that misappropriation, waste, fraud or abuse of student activity funds could occur and go undetected.



## Recommendations

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- We recommend that a review is done and action is taken to implement the recommendations included in this report.

### **Management Response**

The SBO staff review all the items in the audit (July - August 2022) and if action is deemed necessary it will be addressed

Due Date: Sept - Oct 2022

Responsible Person: Chief Financial Officer, WPSS

## 9. Waterbury Board of Education SAF Policy and Regulations

As noted throughout this report BOE Policy was not always being followed. We also found during our review of detail activity some schools were using what appeared to be internally developed forms for transferring amounts among student activities and also for request for payment. The Board of Education Policy & Regulations, Student Activity Fund was adopted by the Board of Education on August 2, 2004.

## Recommendations

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- We recommend that a review is performed of Board of Education Policy & Regulations, Student Activity Fund in order to update Policy and Regulations as deemed appropriate.
- We recommend that BOE Policy & Regulations for Student Activity Funds are reinforced with all School Principals and School Business Officers. This could include conducting training or providing additional instruction to make certain school personnel are made aware of what is required in order to comply with BOE Policy & Regulations for Student Activity Funds.

### **Management Response**

We will review the Board of Education Policy & Regulations to recommend changes

Due Date: Sept 2022

Responsible Person: Chief Financial Officer, WPSS







## Exhibit A







**BUSINESS & NON-INSTRUCTIONAL OPERATIONS****3453****POLICY**Student Activity Fund**I. General****A. Student Activity Fund Accounts and School Activity Accounts**

Student activity funds are fiduciary funds, which are held on behalf of the students. The purpose of student activity funds should be to promote the general welfare, education and morale of all of the students and to finance the reasonable, co-curricular and school activities of the student body. These educational experiences take a variety of forms including such areas of interest as athletics, assemblies, honor societies, clubs, lectures, field trips and student council. These activities are available to the entire student body. The funds will not be used for any purpose that represents an accommodation to an individual, a loan or credit. Funds will not be used for staff or a capital improvement to a facility.

Projects for the raising of student activity money shall contribute to the educational experience of the students and shall add to, but not be in conflict with the instructional program. Student participation is an important factor in the democratic management of the money raised by the students and expended for their benefit. Student activity money shall be expended in such a way as to benefit those pupils who have contributed to the accumulation of the money.

The funds in each of the student activity accounts are held on behalf of the students. Every effort should be made in order to expend the funds for the purpose for which they were intended, in the year the funds were raised. If a balance remains in the student activity account for the various classes, the funds should follow the class to the next grade level.

School activity accounts as described in CGS 10-237 (**Exhibit 14-A**) will also be maintained. These funds will be used to report gifts and donations not related to a student activity. They will also account for funds from the Board of Education budget which support school activities.

**B. Management of funds**

All records and financial procedures shall be subject to periodic review by internal personnel and annual audits by outside independent auditors. Audit reports and internal reviews shall be referred to the Principal and **School Business Administrator** for informational purposes and improvement of procedures. Quarterly reports shall be prepared by the principal or business manager and submitted to the School Business Office. These reports shall reflect the financial condition of the student activity fund and proof of reconciliation of the bank accounts.



**POLICY****Student Activity Fund, continued**

The principal of each school shall designate one person, in addition to himself or herself, who shall be authorized to receive, deposit and account for funds. This person will be designated as the Business Manager. At the high school and middle schools, at least two authorizations shall be required for all withdrawals-one is the approval of the invoice for payment and the other is the signing of the check. These rules shall apply to savings as well as to checking accounts. Supporting evidence shall be required prior to signing the check. Blank checks shall never be signed and should be kept in a locked drawer. Such action makes the signer personally liable for anything recorded over his/her signature.

***C. Establishing a student or school activity account***

The activity account advisor will need to obtain an application for approval form from the principal or business manager. The completed form should be signed and the application forwarded to the school principal for approval. (**Exhibit 14-B**)

Upon approval, a copy of the approved application will be returned to the advisor and a copy will be forwarded to the business manager. The business manager will provide the advisor with an account number to be used when completing deposits, requests for payments, and to obtain general account information.

***D. Donations***

Donations received from various organizations may be deposited into the student activity account, or school activity account, however, the donation must be reported on a quarterly basis to the **School Business Administrator (Exhibit 14-C&D)**. The **School Business Administrator** must authorize all fixed asset donations and will report all donations greater than \$1,000 to the Director of Finance. The donation report should be submitted with the quarterly activity and balance report. The intent of the donation must be considered when determining which account to deposit the funds. If the funds are for the benefit of a specific student activity they should be deposited into the student activity account. If the funds are for the benefit of the school, the funds should be deposited into the school activity account and be expended for the purpose for which they were intended.

***E. Class Accounts***

The graduating class shall bring its account balance to zero by June 30<sup>th</sup> within two years following the graduating year. The class may elect one of more of the following methods in order to bring the account to a zero balance. Funds may be used to a) reduce the cost of class activities b) work with the school administration to select and present a class gift c) add to the scholarship fund account.



**POLICY****Student Activity Fund, continued*****F. Interest Earned***

Interest earned shall be recorded in a separate account and made available for distribution to other activity accounts upon the approval of the principal. All such transfers of interest shall be authorized by the principal.

***G. Annual Activity Report***

An annual activity report summarizing receipts and disbursements as well as a reconciled cash balance statement shall be prepared by the principal or business manager at the end of each school year. These reports shall be generated by the QuickBooks software that will be used by all schools. This report shall be signed and dated by the principal.

All Student Activity records must be held for a minimum of seven years per the State of Connecticut retention requirements.

***H. Audit***

All accounts are subject to an annual audit which shall be conducted by the City's Independent Auditor as well as the city auditor. Copies of the audit report shall be maintained as a permanent record.

**II. General procedures for receiving and disbursing money*****A. Collection and Documentation of Receipts***

The activity advisor will be required to complete and sign a deposit voucher for all deposits (**Exhibit 14-E**). Additionally, the advisor will be required to provide the business manager with copies of documentation supporting the receipts. The receipts must total to the amount of the deposit.

Cash receipts should include supporting documentation. For example, if Teacher "A" is organizing a field trip and collecting money from students, the deposit receipt should include a class list of those students who have paid. Other examples would include the number of candy bars, tickets, gifts, etc. sold. Additionally, the receipt should include a brief summary of the reason for the deposit.

All moneys collected from any source must be substantiated by pre-numbered duplicate-copy receipts. A receipt will be issued immediately upon receipt of funds. The first copy of the receipt is to be given to the person from whom the money is received. The second



copy is to be retained by the principal or business manager as permanent record of money received. It should also be attached to the deposit voucher.

## **BUSINESS & NON-INSTRUCTIONAL OPERATIONS**

**3453.3**

### **POLICY**

#### Student Activity Fund, continued

Collections should be deposited daily or as soon as possible. Money should never be left in the school over weekends or holidays. All moneys collected shall be placed in the school safe for safe keeping. Said moneys shall remain in the school safe only until such time as a deposit can be reasonably completed. All checks to be deposited in the activity account shall be endorsed immediately upon receipt, showing a restrictive endorsement.

The bank deposit ticket will be completed in duplicate. The original is placed with the deposit. Once the deposit is made and the bank issues a bank deposit receipt, it should be attached to the second copy of the bank deposit slip, a copy of the pre-numbered receipt, the deposit voucher, and any supporting documentation.

#### ***B. Disbursements and Processing Payment Requests***

The activity account advisor will need to obtain a request for payment form (**Exhibit 14-F**) from the principal or business manager, complete and sign the request, attach supporting documentation (i.e., invoice, receipt), and return the request.

The business manager will determine that sufficient documentation is presented and that sufficient funds are available to cover the expense upon signing the request. The business manager will not authorize a payment if sufficient funds are not available to cover the expense in the activity account. The business manager will prepare a check and forward the check, request for payment voucher, and documentation to the school principal for review and signing of the check.

All disbursements shall be made on pre-numbered checks which serve as the basis for making an entry recording the disbursement. Disbursements shall be supported by invoice or documentation bearing signatures certifying receipt of goods or services. Accuracy of prices, extensions and totals should be checked prior to payment. When a check has been written, the invoice, and supporting documents, shall be marked "PAID BY CHECK NUMBER \_\_\_\_" and "DATE OF PAYMENT \_\_\_\_" and shall be filed for auditing purposes. At the high school and middle schools, TWO authorizations shall be required. Checks should be mailed out by the business manager.

Additionally, the following restrictions apply:

- ◆ NO EXPENDITURES shall be made directly FROM CASH COLLECTED.
- ◆ No funds may be expended in excess of the balance of said fund.



- ◆ No alcoholic beverage or tobacco products may be purchased from the Student or School Activity Funds.

## ***BUSINESS & NON-INSTRUCTIONAL OPERATIONS***

**3453.4**

### **POLICY**

#### Student Activity Fund, continued

- ◆ No funds will be used for capital improvement to a building.
- ◆ Student Activity Funds may not be used to cash checks.
- ◆ Blank checks shall never be signed.
- ◆ A check shall never be made payable to Cash. Such action makes the signer personally liable for anything recorded over his/her signature.
- ◆ No reimbursements shall be made directly to a personal account. (Exceptions noted below)
- ◆ A check should never be made payable to the principal/business manager and be authorized by that same individual.

### **III. Payments to Individuals/Employees for Services Rendered**

All activity account advisors must contact the school principal for approval and instructions for processing payments to individuals or employees for personal services prior to receiving the services. The principal will be required to review the purpose for the services to be received to ensure that they are appropriate in the circumstances.

In order to process payments to employees for services rendered, the advisor will be required to complete a request for payment for the amount to be paid to the employee (**Exhibit 14-G**). The request for payment should include the employee's name and a description of the services received. The business manager will forward the request to the payroll accountant at the Board of Education. The Board of Education will issue a check to the employee (through the normal payroll process). The student activity account will reimburse the Board of Education payroll account as soon as possible after the payroll is issued.

**At no time will the business manager issue a check made payable to an employee for personal services rendered.**

Activity account advisors will utilize the following procedures when expecting to make expenditures to an individual, company (that is not a corporation), or a LLC, for personal services expected to exceed \$600 within a given calendar year. The activity account advisor will be expected to obtain a completed W-9 form. Additionally, the business manager and the School Business Office personnel will be completing periodic reviews of



the activity account payments to identify instances where \$600 has or is expected to be paid to an individual or company that is not incorporated for personal services rendered.

## **BUSINESS & NON-INSTRUCTIONAL OPERATIONS**

**3453.5**

### **POLICY**

#### Student Activity Fund, continued

At the end of each calendar year, the business manager will be required to compile copies of the cumulative payments exceeding \$600 paid to each individual or company for personal services during the previous year. The copies will be forwarded to the Board of Education for review and issuance of 1099s.

#### **IV. Reconciliation of Bank Statements**

The balance shown by the bank statement will rarely agree with the balance reflected by the books of the fund because of outstanding checks, deposits in transit, bank charges and possible errors. Thus, the bank statement shall be reconciled with the activity fund books as soon as possible after it has been received. The end of each month shall serve as the cut-off date for reconciliation of the bank statement. The business manager shall prepare bank reconciliations on a monthly basis as soon as the bank statement arrives. All reconciliations should be retained for audit purposes. Errors identified in the reconciliation process should be corrected as soon as possible.

#### **V. Reporting**

The principal or business manager shall maintain a complete set of books recording all moneys received and disbursed. A general ledger shall serve as a control whereby the total amount of money received and expended for all funds is maintained continuously. All transactions shall be entered and categorized to permit appropriate analysis. Separate account balances shall be kept for each club or activity.

**The computerized program QuickBooks will be used for the bookkeeping process.**

- A. Principals:** On a quarterly basis during the school year, the building principals will send reports on the school activity funds to the School Business Office personnel who will then forward a copy to the internal city auditor. The reports will include:
1. A List of all deposits and disbursements that were transacted during the quarter.
  2. Indicate the status of each account as well as the entire fund.
  3. A List of the bank accounts into which the assets of the school activity funds are placed.
  4. A reconciliation of balances for each of the bank accounts.



- B. The School Business Office personnel will review each report and inquire when a transaction appears to be in violation of statute or Board of Education policy or regulations and/or when the balance/deficit in any of the bank accounts in which the assets of the school activity funds are placed appear problematic.

## ***BUSINESS & NON-INSTRUCTIONAL OPERATIONS***

**3453.6**

### **POLICY**

#### Student Activity Fund, continued

If, as a result of an inquiry, the School Business Office personnel concludes that a violation of statute or Board policy or regulations has occurred or that there is either a deficit or a problem with the balance in a bank account in which assets of a school activity fund are placed, he/she will report that conclusion to the superintendent of schools as soon as possible.

It will then be the superintendent's responsibility to take appropriate action.

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Adopted by the Board of Education on August 2, 2004



**Connecticut General Statutes Section 10-237  
School Activity Funds'**

- a.) Any local or regional board of education may establish and maintain in its custody a school activity fund through which it may handle (1) the finances of that part of the cost of the school lunch program not provided by town appropriations, (2) the finances of that part of the cost of driver education courses furnished by such board of education and not provided by town appropriation and (3) such funds of schools and school organizations as such board from time to time determines to be desirable, which funds may include amounts received as gifts or donations. Whenever a board of education establishes a school activity fund, it shall designate one of its members or some other person to serve as treasurer of such fund and shall fix his or her salary, which shall be paid from the regular town appropriation for school purposes. Such treasurer shall be bonded and shall keep separate accounts for each school lunch program, for each driver education program and for each school fund and each school organization fund included in the school activity fund and shall make expenditures from such funds in the manner and upon such authorizations as the board of education regulation prescribes, provided the control of school funds and the funds of all school organizations shall remain in the name of the respective schools and organizations. The accounts of the school activity fund shall be considered town accounts and shall be audited by the town auditor in the same manner as all other town accounts.
- b.) The accounts of any public school lunch program, whether maintained directly by the board of education or through an agent, shall be kept in accordance with regulations prescribed by the board of education and may include a petty cash fund on the imprest basis and shall be subject to the regular audit of town accounts as provided in section 7-392.
- c.) Any local or regional board of education may receive and accept any donation or gift of personal property to be used for the educational benefit of students.





## Application For Establishing A Student Activity Account

Date: \_\_\_\_\_

Account Number: \_\_\_\_\_

School: \_\_\_\_\_

Activity Account purpose: \_\_\_\_\_

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Anticipated Types of Revenue Sources: \_\_\_\_\_

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Anticipated Types of Expenditures: \_\_\_\_\_

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The application is to be signed by the activity account advisor who will be responsible for ensuring that the activity account will be operated in accordance with the student activity account operating procedures as adopted by the Board of Education.

\_\_\_\_\_  
Activity Account Advisor

\_\_\_\_\_  
School Principal





## Donated Fixed Asset Inventory Form

Date: \_\_\_\_\_

School: \_\_\_\_\_

### RE: Equipment Donations

1. Item Description: \_\_\_\_\_

2. Model Number: \_\_\_\_\_

3. Serial Number: \_\_\_\_\_

a) School: \_\_\_\_\_

4. School Location (See attached list): \_\_\_\_\_

5. Room Number: \_\_\_\_\_

6. Donated by: \_\_\_\_\_

(group, organization, or person)

a) Purpose: \_\_\_\_\_

(school use, teacher use, student use, principal use, etc.)

b) Date of donation: \_\_\_\_\_

7. Bar Code #/(I.D.#): \_\_\_\_\_

8. Cost/Value: \_\_\_\_\_

(attach copy of invoice if available, otherwise estimated fair value)

9. Network Card # (if applicable) \_\_\_\_\_

\_\_\_\_\_





## Cash Donations Form

Date: \_\_\_\_\_

### RE: Cash Donations

1. Amount of Donation: \_\_\_\_\_

2. School: \_\_\_\_\_

3. Donated by: \_\_\_\_\_

(group, organization, or person)

\_\_\_\_\_

4. Purpose: \_\_\_\_\_

(school use, teacher use, student use, principal use, etc.)

\_\_\_\_\_

\_\_\_\_\_

5. Date of Donation: \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date





**Student Activity Funds  
Deposit Voucher**

**Date:** \_\_\_\_\_

**School:** \_\_\_\_\_

Deposit Amount: \$\_\_\_\_\_

Total Check Amount: \_\_\_\_\_

Total Cash Amount: \_\_\_\_\_

Deposit Date: \_\_\_\_\_

Teacher's Name: \_\_\_\_\_

Club, Class or Activity: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Business Manager Signature

\_\_\_\_\_  
Teacher's Signature





**Student Activity Funds  
Request for Payment**

**Date:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Amount: \$** \_\_\_\_\_

**Teacher's Name:** \_\_\_\_\_

**Make check payable to:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**From (Club, Class or Activity):** \_\_\_\_\_

**Explanation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Teacher's Signature**

**Approved by:**

\_\_\_\_\_  
**Signature-School Principal**

**or**

\_\_\_\_\_  
**Signature- Business Manager**

**Check #:** \_\_\_\_\_





## Employee's Payment Form for Services Performed for Student Activities

Employee Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date Services Performed: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_  
\_\_\_\_\_

Amount of Payment: \_\_\_\_\_

Advisor Approval: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

### FOR ACCOUNTING PURPOSES ONLY

Account Code to Charge: \_\_\_\_\_

Payroll Period Ending: \_\_\_\_\_



## Exhibit B



Student Activity Accounts  
June, 30 2019

05/26/22

				BOOK BALANCE			LETTER TO 6 SCHOOLS Adjust	BOOK BALANCE			Add O/C	Less DIT	Bank Bal. June 30, 2021	Bank Bal. June 30, 2021	
School/Account Name	Bank Name	Account Type	Status	QUICKEN July 1, 2020	Receipts	Disbursements		QUICKEN June 30, 2021							
1 Bucks Hill School SAF	Webster	Checking	Open	3,707.56	716.22	(2,542.43)		1,881.35					1,881.35	1,881.35	0.00
2 Preschool Learning Center	Webster	Checking	Open	6,997.65	302.31	(6,485.39)		814.57					814.57	814.57	0.00
3 Bunker Hill School SAF	Webster	Checking	Open	11,317.32	24,082.27	(26,374.16)		9,025.43					9,025.43	9,025.43	0.00
4 Carrington School SAF	Webster	Checking	Open	6,193.12	756.49	(3,407.44)	(1.00)	3,541.17					3,541.17	3,541.17	0.00
5 Chase School SAF	Webster	Checking	Open	9,849.51	2,107.21	(2,286.11)		9,670.61					9,670.61	9,670.61	0.00
6 Crosby HS Activity Fund	Webster	Checking	Open	78,148.33	60,752.07	(80,567.40)	116.13	58,449.13	3,580.40				62,029.53	62,029.53	0.00
7 Driggs School SAF	Webster	Checking	Open	5,837.14	1,791.28	(2,415.28)		5,213.14					5,213.14	5,213.14	0.00
8 Duggan School SAF	Webster	Checking	Open	2,238.69	1,094.61	(1,546.91)		1,786.39					1,786.39	1,786.39	0.00
9 Enlightenment School SAF (2)	Webster	Checking	Open	3,205.35	110.41	(1,034.32)		2,281.44					2,281.44	2,281.44	0.00
10 Generali School SAF	Webster	Checking	Open	9,142.63		(3,022.37)	633.80	6,754.06					6,754.06	6,754.06	0.00
11 Gilmartin School SAF	Webster	Checking	Open	4,332.22	235.50	(2,720.10)	343.00	2,190.62					2,190.62	2,190.62	0.00
12 Hopeville School SAF	Webster	Checking	Open	2,424.72	474.42	(216.79)		2,682.35					2,682.35	2,682.35	0.00
13 JFK HS Activity Fund	Webster	Checking	Open	105,164.53	49,620.52	(85,953.10)	3,943.72	72,775.67	3,459.00				76,234.67	76,234.67	0.00
14 F.J. Kingsbury School SAF	Webster	Checking	Open	10,314.86	421.98	(1,842.99)		8,893.85					8,893.85	8,893.85	0.00
15 Maloney Activity Account	Webster	Checking	Open	8,992.40	1,263.65	(1,320.25)		8,935.80					8,935.80	8,935.80	0.00
16 Rotella Interdisrict Magnet School	Webster	Checking	Open	6,654.77	1,835.43	(4,741.32)		3,748.88					3,748.88	3,748.88	0.00
17 North End Activity Fund	Webster	Checking	Open	31,321.61	5,356.97	(13,216.08)	370.00	23,832.50	175.00				24,007.50	24,007.50	0.00
18 Jonathan Reed SAF	Webster	Checking	Open	10,501.92	2,344.22	(5,229.73)		7,616.41					7,616.41	7,616.41	0.00
19 Regan School SAF	Webster	Checking	Open	1,529.85	747.28	(1,454.28)		822.85					822.85	822.85	0.00
20 Sprague School SAF	Webster	Checking	Open	4,431.31	262.65	(304.28)		4,389.68					4,389.68	4,389.68	0.00
21 State Street Activity Account (2)	Webster	Checking	Open	1,052.29	162.78	(158.45)		1,056.62					1,056.62	1,056.62	0.00
22 Tinker School SAF	Webster	Checking	Open	16,688.11	2,058.60	(4,021.79)		14,724.92					14,724.92	14,724.92	0.00
23 W. Cross School SAF	Webster	Checking	Open	2,172.31	892.20	(370.49)		2,694.02					2,694.02	2,694.02	0.00
24 Wallace Middle Activity Fund	Webster	Checking	Open	15,913.10	2,790.08	(7,610.77)		11,092.41	497.41				11,589.82	11,589.82	0.00
25 Walsh Magnet School SAF	Webster	Checking	Open	949.38	1,201.38	(1,847.91)		302.85					302.85	302.85	0.00
26 Washington School SAF	Webster	Checking	Open	2,052.29	574.29	(1,041.69)		1,584.89					1,584.89	1,584.89	0.00
27 WAMS Activity Fund	Webster	Checking	Open	87,279.54	15,539.94	(16,001.92)	663.21	87,480.77	746.71				88,227.48	88,227.48	0.00
28 Waterbury Career Academy Fund	Webster	Checking	Open	45,867.81	7,539.95	(27,977.85)		25,429.91					25,429.91	25,429.91	0.00
29 West Side Activities	Webster	Checking	Open	21,692.07	5,009.01	(13,301.45)		13,399.63					13,399.63	13,399.63	0.00
30 Wilby HS Activities Fund Checking	Webster	Checking	Open	43,304.32	19,070.18	(29,386.29)	550.00	33,538.21	2,250.00				35,788.21	35,788.21	0.00
31 Wilson School SAF	Webster	Checking	Open	5,239.56	655.00	(1,028.76)		4,865.80					4,865.80	4,865.80	0.00
32 Adult Education	Webster	Checking	Open	16,609.63	2,615.84	(2,809.12)		16,416.35					16,416.35	16,416.35	0.00
Total				581,125.90	212,384.74	(352,237.22)	6,618.86	447,892.28	10,708.52	-			458,600.80		
Prior Year					1,177,416.35	(1,156,455.98)			Net Change:				458,600.80		
% Change					-82%	-70%									

(2) Does not do fundraising.  
Is not a regular school.



## Exhibit C



CITY OF WATERBURY, CONNECTICUT  
 NONMAJOR GOVERNMENTAL FUNDS  
 COMBINING BALANCE SHEET  
 JUNE 30, 2021  
 (In Thousands)

	Special Revenue											Total Nonmajor Governmental Funds
	Public Safety Grants and Programs	Health Grants and Programs	Recreational Programs	Miscellaneous Grants and Programs	Special Projects	Food Service	Silas Bronson Library	Expendable Trust Funds	Student Activities	Total	Permanent Trust Funds	
ASSETS												
Cash and cash equivalents	\$ 1,372	\$ 122	\$ 359	\$ 1,112	\$ 256	\$	\$ 192	\$ 1,247	\$ 447	\$ 5,107	\$ 133	\$ 5,240
Investments							2,743			2,743		2,743
Intergovernmental receivables	163	636		1,457		945				3,201		3,201
Accounts receivable, net	482									482		482
Other assets		50								50		50
Inventory						261				261		261
Total Assets	\$ 2,017	\$ 808	\$ 359	\$ 2,569	\$ 256	\$ 1,206	\$ 2,935	\$ 1,247	\$ 447	\$ 11,844	\$ 133	\$ 11,977
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES												
Liabilities:												
Accounts payable and accrued liabilities	\$ 5	\$ 336	\$ 58	\$ 37	\$ 25	\$ 66	\$ 4	\$ 2	\$	\$ 533	\$	\$ 533
Due to other funds						1,212				1,212		1,212
Unearned revenue		422								422		422
Total liabilities	5	758	58	37	25	1,278	4	2	-	2,167	-	2,167
Deferred Inflows of Resources:												
Unavailable revenue - other receivables	482			1,381						1,863		1,863
Total deferred inflows of resources	482	-	-	1,381	-	-	-	-		1,863	-	1,863
Fund Balances:												
Nonspendable						261	400			661	133	794
Restricted							2,531	1,245	447	4,223		4,223
Committed	1,530	50	301	1,151	231	(333)				2,930		2,930
Total fund balances	1,530	50	301	1,151	231	(72)	2,931	1,245	447	7,814	133	7,947
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 2,017	\$ 808	\$ 359	\$ 2,569	\$ 256	\$ 1,206	\$ 2,935	\$ 1,247	\$ 447	\$ 11,844	\$ 133	\$ 11,977