



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: April 29, 2022

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Rescheduled Workshop/Committee Meetings
Monday, May 2, 2022, 5:30 p.m., Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Monday, May 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 of the Whole/10 minutes ~ Special Education Report – M. Pabón.
2. Committee of the Whole/10 minutes ~ Pupil Personnel Report – M. Pabón, M. Rodriguez.
3. Committee on Finance/10 minutes ~ Food Service Report – L. Franzese, R. Maghfour.
4. Committee on Finance/2 minutes ~ Request approval to participate in the Healthy Food Certification Program per CGS 10-215f – L. Franzese.
5. 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.
6. Committee on Finance/5 minutes ~ Request approval a Professional Services Contract with Facility Support Services LLC for On-Call Environmental Services and AHERA Inspections – M. Konopka, R. Maghfour.
7. Committee on Finance/5 minutes ~ Request approval a Construction Contract with SNE Building Systems, Inc. for Building Management System Upgrades and Ventilation Controller Replacement at various schools – M. Konopka, R. Maghfour.
8. Committee on Finance/2 minutes ~ Request approval to apply for the Connecticut State Department of Education CTE Secondary Supplemental Enhancement Grant 2022 – L. Allen Brown, M. Merati, D. Schwartz.
9. Committee on Finance/5 minutes ~ Request approval of CSDE Supplemental Grant Application for Adult Education, Cooperating Eligible Entity/Literacy Volunteers of Greater Waterbury – J. Reho.
10. Committee on Finance/5 minutes ~ Request approval of a contract with Greater Waterbury Young Men's Christian Association for a summer day camp program at Camp Mataucha – D. Schwartz.
11. Committee on Finance/5 minutes ~ Request approval of a contract with the Boys and Girls Club of Greater Waterbury for a summer day camp program at the Club's facility – D. Schwartz.

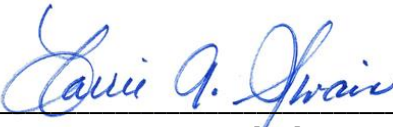
- 12. Committee on Finance/5 minutes ~ Request approval of a contract with Waterbury Police Activity League for a summer basketball program at PAL’s facility – D. Schwartz.
- 13. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Connecticut Junior Republic Association, Inc. for SAFE Program and School-Based Clinic Program – J. Gopie.
- 14. Committee on Finance/10 minutes:
 - a. ARP/ESSER Update – D. Biolo.
 - b. FYI: March 2022 Monthly Expenditure Report – D. Biolo.
 - c. Approval of transfer in the 2021/22 FY Budget – D. Biolo.
- 15. Superintendent’s Update ~ Dr. Ruffin.
- 16. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – R. Maghfour.
- 17. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.
- 18. Superintendent’s Notification to the Board/5 minutes:
 - a. Athletic appointments:
 Geffken, Melissa – NEMS Softball Coach, effective 04/26/22.
 Bandurski, Joseph Sr. – CHS Assistant Baseball Coach, effective 04/25/22.
 - b. Miscellaneous appointments:
 McDonnell, Cassi – Coordinator, Waterbury Summer Enrichment Program.
 Zappone, Evette – Coordinator, Waterbury Summer Enrichment Program.
 - c. Teacher new hires:

| <u>Name</u> | | <u>Position</u> | <u>Location</u> | <u>Effective</u> |
|------------------|-------------|--------------------|-----------------|------------------|
| Rodríguez Osorio | Idarmis | Elementary Teacher | Bucks Hill | 4/7/2022 |
| Fengler | Jessica | PE/Health | WMS | 5/5/2022 |
| Teel | Makenzie | Elementary Teacher | Tinker | 5/5/2022 |
| Mattera | Anthony | Special Education | WSMS | 5/2/2022 |
| Dobransky | Christopher | PE/Health | WHS | 5/2/2022 |
 - d. Resignations:

| <u>Name</u> | <u>Position</u> | <u>Effective</u> |
|--------------------|-------------------------|------------------|
| Fagerlund, Natalie | WSMS Guidance Counselor | 06/08/22 |

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



#1

Special Education & Pupil Services Updates

Monday, May 2, 2022



Special Education Update

Miguel Pabon
Director of Pupil Services

Special Thanks

To all the special education, related services, and support staff
working with students with special needs
for going above and beyond this school year!

We appreciate you!



Special Education – Success Story

Chase Taylor

- Enrolled in WPS from the age of 3 through 21. (Schools Attended: Bucks Hill Pre-K, Maloney School, Gilmartin School, Waterbury Career Academy and the STEP 2 NVCC Transition Program)
- While attending Waterbury Career Academy, Chase was inducted into the National Honor Society.
- While enrolled in WPS Step to NVCC Program, Chase attended college classes and **earned his Associates Degree in Digital Arts Technology: Graphics and Animation Option, in the Fall of 2021**. He graduated with the distinction of Cum Laude, and was inducted into the Phi Theta Kappa Honor Society.
- Currently enrolled as a full-time student at Central CT State Univ and is pursuing a Bachelor Degree in Digital Arts.
- Published author: *Letter Critter Series: The Little Critters (Book 1), The Letter Critters Biographies(Book 2), and The Letter Critters Talent Show. All proceeds donated to Autism Organizations.*

*shared with permission from Chase and his family.

Special Education Enrollment / Prevalence

| | 2020-2021 | 2021-2022 | Increase |
|-----------------------------|-----------|-------------------------|----------|
| Total District Enrollment | 18,353* | 18,567* (unofficial) | + 214 |
| Total Sped Enrollment PK-12 | 3763* | 3889* | + 126 |
| District Prevalence Rate | 20.5% | 21% | ½ % |

* Comparison as of October 1st

Staffing Updates

- Current Vacancies in Special Education (*as of April, 2022*)
 - Special Education Teachers = **43**
 - Speech Clinicians = **4**
 - Social Workers = **3**
 - School Psychologists = **1**
 - Paraprofessionals = **68**

Ongoing Efforts to Address Vacancies

- **Utilization of CSDE flexible staffing options:**
 - Para-Educator Pathways to Temporary Authorization
 - Emergency PK authorization for Comprehensive Special Education K-12
 - Enhanced Reciprocity - new pathway for out of state educators to obtain certification in CT
- **Temporary Transfer of certified staff**
- **Contracted Services:**
 - Extending current vendor contracts for staffing
 - Exploring new contracts
- **Recruitment:**
 - Collaboration with Human Capital and Civil Service
 - Interest Survey sent to Internal Certified Staff – with dual certification or eligible for a DSAP in Sped.
 - Email with Job Postings sent to ALL current CT residents with certification in special education shortage areas
 - Email with Paraprofessional Job Posting sent to recent graduates from WCA, who passed the ParaPro Exam

Special Education Department Priority Focus Area:

- **CT-SEDS (Special Education Data System)**
 - NEW electronic IEP system for all of Connecticut
 - Statewide Implementation starting July 1, 2022
 - Waterbury is a pilot study district (2021-2022)
- **IEP Quality Training**
 - This training will support the new IEP implementation
- **CT-SEDS Expert Trainer Workshops**

CT-SEDS 2022

Timeline of Events Summary

CT-SEDS v1
complete including
the Referral and
Evaluation,
eligibility & IEP
modules

CT-SEDS Expert
User Training
registration begins

CSDE Data
Migration and
integration efforts
(PSIS) begin

First SEDAC
Upload by May 13th

Final SEDAC
Upload by June 17th

***CT-SEDS goes LIVE!**

School year 2022-23
begins, CT-SEDS is
Special Education data
system of record

January

February

March

April

May

June

July-Aug

Sep-Dec

CT-SEDS Pilot
Training begins for
district participants

CT-SEDS Pilot
concludes.
Feedback provided,
debrief conducted.
Information
compiled; Pilot
remediation period
begins.

Production Training
& Rollout Logistics
preparation begins,
completed late May

Finalize planning
and begin district
document migration
to CT-SEDS

Training and
support period
begins

CT-SEDS
operation, training
and support
continues

In an effort to supplement current and future formal training opportunities, the **CSDE is offering a series of brief “IEP Preview Sessions”** to highlight the improvements to the IEP and special education processes.

Click the link below to join.
The same link will be used for all sessions.

<https://serc.info/ieppreview22>



The CT State Department of Education is inviting you to attend the following series:

IEP Preview Sessions

As you are aware, the CSDE is excited to transition to a new and improved Individualized Education Program (IEP) document beginning July 1, 2022. The IEP will be housed within our new, dynamic, statewide Special Education Data System (CT-SEDS), designed to support the special education process. In an effort to supplement current and future formal training opportunities, the CSDE is offering a series of brief “IEP Preview Sessions” to highlight the improvements to the IEP and special education processes.

| Date | Time | Topic |
|----------|-----------------|---|
| March 7 | 4:00 pm-5:00 pm | PPT Meeting Notice |
| March 14 | 4:00 pm-5:00 pm | PPT Record of Meeting and Meeting Summary |
| March 21 | 4:00 pm-5:00 pm | Prior Written Notice |
| March 28 | 4:00 pm-5:00 pm | Referral and Eligibility Determination |
| April 4 | 4:00 pm-5:00 pm | Diagnostic Placement and IEP Special Considerations |
| April 11 | 4:00 pm-5:00 pm | Present Levels of Performance Goals and Objectives |
| April 25 | 4:00 pm-5:00 pm | Secondary Transition |
| May 2 | 4:00 pm-5:00 pm | Service Delivery Grid, Indirect Service, and Transportation |
| May 9 | 4:00 pm-5:00 pm | Supplementary Aids and Services |
| May 16 | 4:00 pm-5:00 pm | State Testing |
| May 23 | 4:00 pm-5:00 pm | Progress Reports and Amendments |

Click the link below to join. The same link will be used for all sessions.

<https://serc.info/ieppreview22>

If you have trouble entering the meeting from the above link, please visit:

<https://ctserc.zoom.us/join>

Meeting ID: 917 2633 8101

Passcode: 725634

IEP Quality Training

- The training funded by the CSDE and provided in partnership with SERC and the RESC Alliance to support the implementation of the new IEP.
- Waterbury has **4** District Trainers
 - Training: 8 virtual sessions, 90 min each
 - Cohorts are done by 2 trainers and include 50 participants
 - 3 Cohorts completed this year
 - Training is ongoing and additional cohorts are being planned for 22-23 school year.

CONNECTICUT NEW IEP TRAINING

IEP QUALITY TRAINING • CT-SEDS EXPERT TRAINING



Welcome to the Individual Education Program (IEP) Quality Training Registration & Resource Page

The training funded by the Connecticut State Department of Education and provided in partnership with SERC and the RESC Alliance will support the implementation of the new IEP and Connecticut Special Education Data System (CT-SEDS) on July 1, 2022



CSDE Website link:

<https://ct.ieptraining.org>



For Educators

REGISTERING for IEP Quality Training

Registration commences 9-15-2021, for training available after 1-1-2022

[Register Here](#)



For Parents & Families

Access the IEP Guide for Parents and Families,
(Asynchronous Multimedia Module)

[¡Ahora disponible en español!](#)

[View the Module](#)

CPAC

(Connecticut Parent
Advocacy Center)

<https://cpacinc.org>

Parent
Information
Sessions

Shared via
Parent Square



Connecticut Has a New Individualized Education Program (IEP) Form!

Tuesday
2/8
1:00 pm

Register here:
<https://bit.ly/3ub2dP3>

Thursday
2/10
6:00 pm

Register here:
<https://bit.ly/33edB1d>

Wednesday
2/23
10:00 am

Register here:
<https://bit.ly/33edFkZ>

Come learn about the changes to CT's Individualized Education Program Form coming up for the 2022-2023 school year. This presentation will review the changes to how the form will be filled out, how data will be collected, and how CT Core Standards will be used to help develop appropriate goals and objectives. This is an opportunity to ask questions and be prepared for this new document at your child's Planning and Placement Meeting (PPT) next school year.

www.cpacinc.org
860-739-3089



¡CT tiene un nuevo formulario del IEP!

miércoles
2/2
1:00 pm

Registrarse aquí:
<https://bit.ly/35eBGvY>

miércoles
2/16
6:00 pm

Registrarse aquí:
<https://bit.ly/3o0P2fk>

jueves
2/24
10:00 am

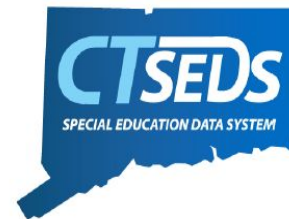
Registrarse aquí:
<https://bit.ly/3r8kD4o>

Venga a conocer los cambios en el formulario del Programa de Educación Individualizada de CT (conocido por sus siglas en inglés como el IEP) para este próximo año escolar. El grupo revisará esos nuevos cambios y va a repasar como se completará el formulario, cómo se recopilarán los datos y aprenderá cómo se utilizarán los estándares básicos de CT para ayudar a desarrollar metas y objetivos apropiados. Esta es una oportunidad para hacer preguntas y estar preparado para este nuevo documento en la Reunión Anual de Planificación y Colocación de su hijo el próximo año escolar.

www.cpacinc.org
860-739-3089

CT-SEDS Expert Trainer Workshops – July 7, 2022

- The CSDE will provide user proficiency training to **50 identified participants** from Waterbury who will serve as in-school/district experts.
- This staff will turnkey training for CT-SEDS for purposes of implementing the following data modules:
 - Referral/Evaluation and Re-Evaluation
 - IEP Process
 - Section 504 Process
 - Services Plan,
 - Progress Report
- This training will prepare in-school/district experts to orient and support existing and new staff on basic navigation and functionality of CT-SEDS, user resources, considerations for shifts in practices, and recommendations for rolling-out training and support in your district during the 2022-2023 school year.



Superintendent's Special Education Parent Advisory Committee

Waterbury Public Schools recognizes the importance of maintaining open communication with the parents/guardians of our students with disabilities. In addition, the Superintendent recognizes the importance of active engagement and participation with the parents/guardians of our students with disabilities. As such, this committee is being formed for the express purpose of fostering partnerships and providing more communication directly with parents, to create positive outcomes for students with disabilities.

- **Purpose:**
 - To engage our parents/guardians of students with disabilities in the Waterbury community in crucial conversations and advising the Superintendent in such manner that we can positively impact students and youth in our schools and City.
- **Level of commitment:**
 - Meetings will be 1X every two months for 1-hour.
- **2 Initial meetings held on April 6, 2022:** One was virtual and one in-person

Questions/Comments



Pupil Services Update

Melina Rodriguez
Supervisor of Special Education

What are Pupil Services?

Social Emotional Learning (SEL)

Mental Health

Positive Behavioral Interventions and Supports (PBIS)

School Psychologists

Restorative Practices

School Social Workers

School Counselors

Multi-Tiered Systems of Supports (MTSS)

Mental Health (Community Partnerships)

Community Mental Health Affiliates (CMHA)

Sprague Elementary School

- Pilot of Bounce Back (trauma intervention)
- SY1: 2020-2021; SY2: 2021-2022

Reed Elementary School

- Pilot of Bounce Back and Cognitive Behavioral Intervention for Trauma in Schools (CBITS)
- Began in March

Mental Health (Community Partnerships)

Crisis Intervention Team for Youth (CIT-Y)

- Two Social Workers (Bilingual) work as our district's CIT-Y counselors serving our students and their families in the evenings.
- Data is reviewed with the Waterbury Police Department liaison to ensure we are:
 - Connecting to care;
 - Bridging home and school;
 - Reducing the number of students arrested who need mental health services
- 195

Mental Health (Community Partnerships)

Prevention Pilot (DCF)

- One **Family Support Liaison** is assigned to each of the following three schools: Generali Elementary School, Reed Elementary School, Bucks Hill Elementary School
- Goals:
 - Reduce the number of DCF referrals;
 - Connect families with preventative services (e.g. mental health, others that address needs);
 - Support staff/schools

Social Emotional Learning

Universal Screener

Devereux Student Strengths Assessments (DESSA)

- Universal screen for SEL and access to interventions
- Piloted at Driggs, Bunker Hill, Tinker, and Wilson Schools
- First rating round recently completed

Social Emotional Learning

Curriculum

- District wide SEL Committee
 - Curriculum scope of services
- RFP submitted
 - Goal: SEL curriculum for all students starting in the Fall of 2022
- Currently:
 - Completing an internal audit to determine current interventions

Pupil Service Providers/Services

District Crisis Response Team

MEMBERS: This team consists of volunteer School Social Workers and School Psychologists.

PURPOSE: To assist staff, building administrators, students, and their families with crisis support at the school in response to a tragedy regarding students and staff.

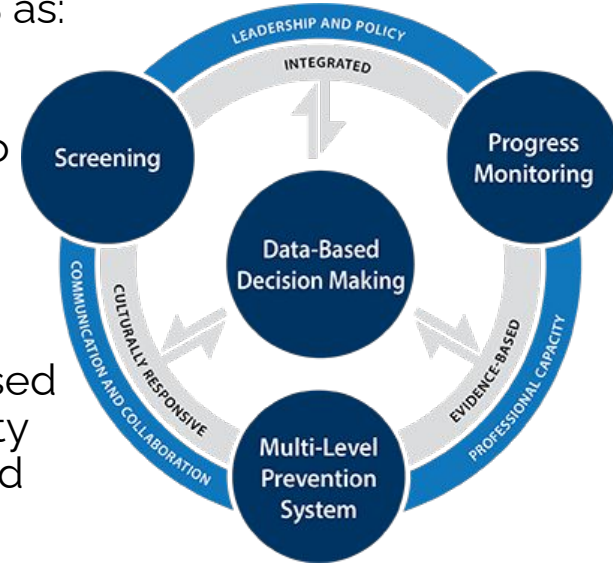
CASES 2021-2022 SY: 5

What is MTSS?

The Center on Multi-Tiered System of Supports defines MTSS as:

A multi-tiered system of supports (MTSS) is a proactive and preventative framework that integrates data and instruction to maximize student achievement and support students social, emotional, and behavior needs from a strengths-based perspective.

MTSS offers a framework for educators to engage in data-based decision making related to program improvement, high-quality instruction and intervention, social and emotional learning, and positive behavioral supports necessary to ensure positive outcomes for districts, schools, teachers, and students.



Components of MTSS

| | SEL: Social Emotional Learning | PBIS: Positive Behavior Intervention & Supports | Restorative Practice | Mental Health | Scientific Research-Based Interventions (SRBI)/RTI |
|------------------------------|---|--|--|---|---|
| Tier 1: Universal | SEL Standards School Climate SEL/PBIS Behavior Lesson Plans | School-Wide behavior expectations Acknowledging positive behaviors Data-based planning | Circles Restorative chats Data-based planning | Mental Health Screening Prevention/ Wellness promotion | High quality, scientifically based instruction. All students are screen to establish their academic baselines. |
| Tier 2: Strategic | Social Academic Instructional Groups Problem solving Pro-social skills Academic behaviors | Brief FBA/BIP Check-in/out Check/Connect Social academic instructional groups | Peer Jury Conferencing Problem-solving circles | Group Counseling/ support groups Staff & Family Coordinated referral process/progress monitoring. | Literacy or Math Groups counseling/ support |
| Tier 3: Intensive | Resilience Education | Wraparound Complex FBA/BIP Individual planning | Family group conferencing Community conferencing | Crisis counseling Individual support teams/plans Psychiatric Care | Individualized intensive interventions that target skill deficits. Referred for evaluation to decide eligibility for Special Education Services. |

Questions/Comments

City of Waterbury Food Service Department 2021-2022 Review and Goals

Rosh Maghfour, Interim Chief Operating Officer

Linda Franzese, Food Service Director

Adam Shaban, Deputy Food Service Director





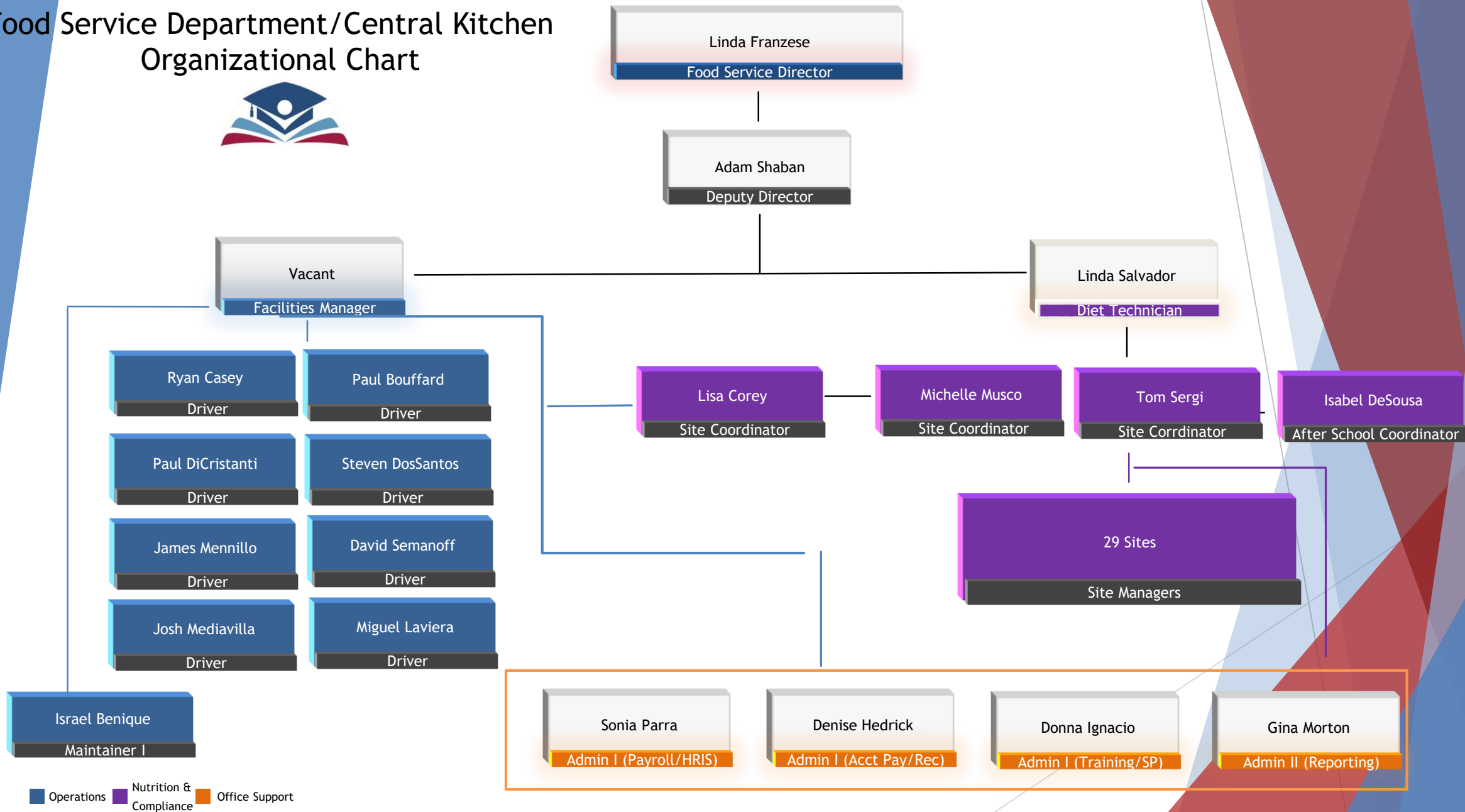
Program Mission

The City of Waterbury Food Service Department is dedicated to delivering nutritious, high quality meals to every student within the City of Waterbury School System. We strive to instill healthy eating habits that will be carried on beyond the schools and make sure that no student is left hungry. These goals will assist in making sure that our student body is focused on their education and not being hungry. We partner with many local and national groups and run programs to help needy children after school and during the summer months.



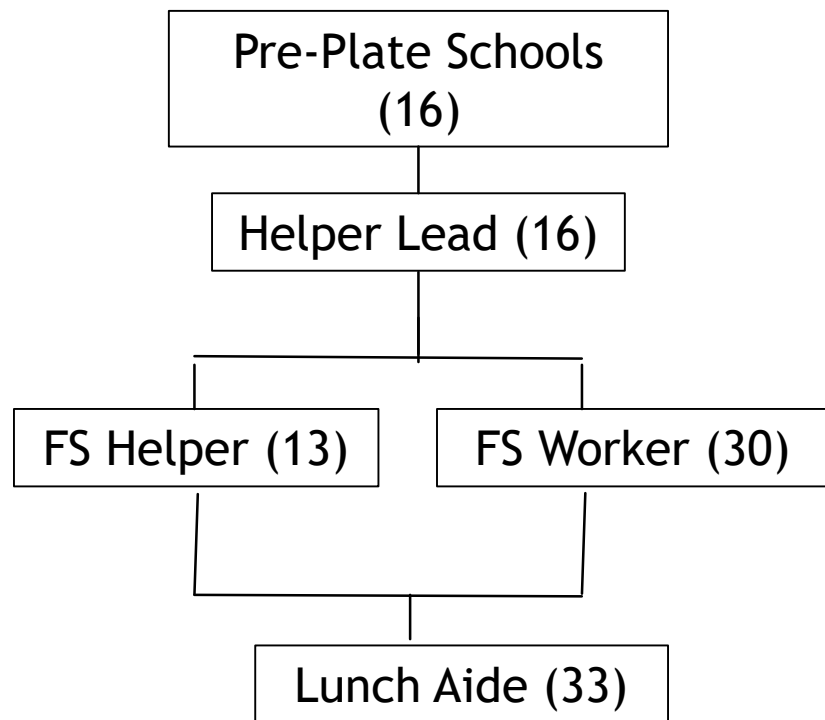
-
- A black and white photograph of a food tray. On the tray are several items: a whole roasted chicken leg, a long bread roll, a cup of white rice, a cup of white sauce, a cup of fruit salad, a cup of chocolate pudding, a cup of fruit and yogurt, a box of SunChips Orange Fries, a box of TruMoo Orange Juice, a box of TruMoo Chocolate, and a box of TruMoo Orange Juice. A bee mascot is standing behind the tray. The background shows a kitchen area with a sink and a stove.

Food Service Department/Central Kitchen Organizational Chart

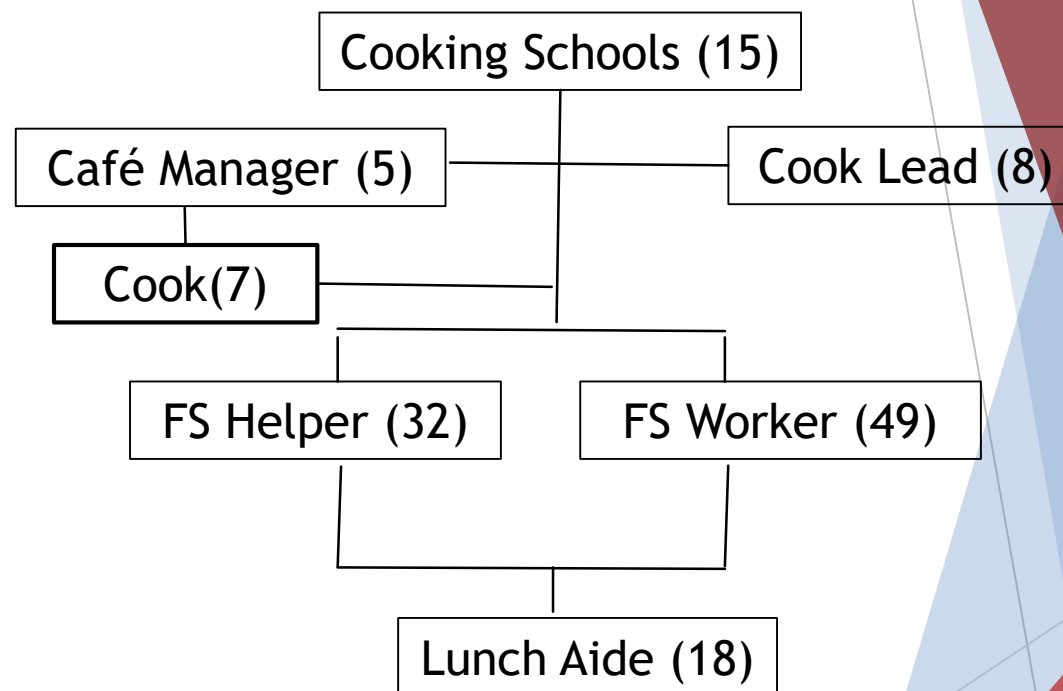




School Organization Charts



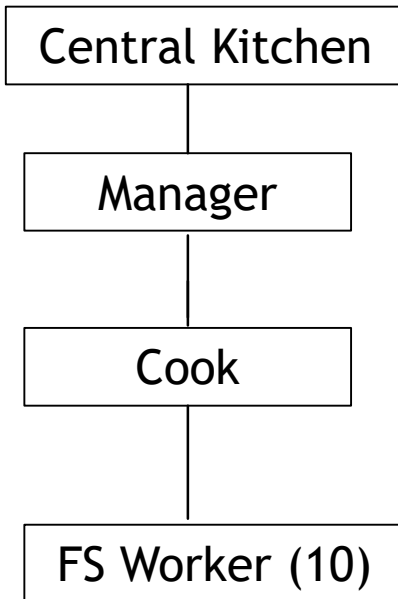
Breakfast Daily Average: 1750
Lunch Daily Average: 5500



Breakfast Daily Average: 2100
Lunch Daily Average: 6000



Central Kitchen and District Counts



Approximate Daily Breakfasts Served

4000

Approximate Daily Lunches Served

11500



Healthy Menu Options Exceed all USDA Guidelines

| | | | | | |
|--|--|---|---|--|--|
| <p>Breakfast & Lunch is Offered to All Waterbury Students at No Charge. Nutritious and Balanced!</p> <p>Locate the Whole Grain Products by the asterisk**</p> <p>When available we serve Reduced/Low-Fat (RF) and/or Reduced/Low Sodium (RNa) menu items.</p> <p>EARLY DISMISSAL: NO LUNCH SERVED AT MIDDLE AND HIGH SCHOOLS. All lunches include a choice of low fat white milk, fat free chocolate or strawberry milk, or fat free lactaid.</p> <p>Check out our "Nutrition Nuggets" blog on the website http://www.waterbury.k12.ct.us</p> <p>This institution is an equal opportunity provider.</p> <p>Fuel up with lunch from each food group</p> <p>The "Fresh Fruit & Vegetable Program" is offered at participating schools. Free fresh fruit and vegetables are supplied and encouraged for snack during the school day.</p> <p>1/28/19 Menu Subject to Change</p> | February 2019 - Preplate Pre-K through Grade 8 Waterbury Public Schools | | | | |
| | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
| | <div><div>TAKE CARE OF YOUR HEART February is American Heart Month</div><div>2019 新年快樂 Happy Chinese New Year</div><div>FEBRUARY February is American Heart Month</div></div> | | | | |
| | February 4th | February 5th Happy Chinese New Year | February 6th | February 7th | February 8th |
| | **WG Chicken Tenders with Broccoli served with **WG Bear Grahams Baked Vegetarian Beans 100% Fruit Juice Low Fat Milk Choice ketchup | Happy Chinese New Year! **WG Orange Chicken Rice Meal Sweet Pea Salad Good Fortune Orange Icy Cup Low Fat Milk Choice | Beef Meatloaf with Gravy and Mashed Potatoes served with a **WG Dinner Roll Celery Sticks Chilled Fruit Choice Low Fat Milk Choice dressing for dipping | **WG Rotini Pasta with Sauce and Meatballs served with a **WG Dinner Roll Leafy Green Salad Chilled Fruit Choice Low Fat Milk Choice dressing for salad | **WG Turkey Pepperoni & Cheese Pizza Celery Sticks Leafy Green Salad 100% Fruit Juice Low Fat Milk Choice dressing for salad and dipping |
| | February 11th | February 12th | February 13th | February 14th | February 15th |
| | **WG Popcorn Chicken with Oven Fries served with **WG Graham Crackers Corn Salad 100% Fruit Juice Low Fat Milk Choice ketchup | Beef Hamburger with Sweet Potato Fries served with a **WG Hamburger Roll Baked Vegetarian Beans Chilled Fruit Choice Low Fat Milk Choice ketchup | **WG Philly Steak & Cheese Pinwheel Potato Salad Celery Sticks Chilled Fruit Choice Low Fat Milk Choice dressing for dipping | **WG Stuffed Crust Cheese Pizza Grape Tomatoes Leafy Green Salad Valentine Cherry Fruit Icy Cup dressing for salad and dipping | **WG Cheese Bagel Pizza Grape Tomatoes Leafy Green Salad 100% Fruit Juice Low Fat Milk Choice dressing for salad and dipping |
| | February 18th | February 19th | February 20th | February 21st | February 22nd |
| | President's Day - No School Today | **WG Chicken Nuggets with Carrots served with **WG Cheddar Goldfish Crackers Sweet Pea Salad 100% Fruit Juice Low Fat Milk Choice ketchup | **WG Broccoli & Cheese Pinwheel Grape Tomatoes Celery Sticks Chilled Fruit Choice Low Fat Milk Choice dressing for dipping | **WG Twin Beef Cheeseburgers Corn Salad Leafy Green Salad Chilled Fruit Choice Low Fat Milk Choice dressing for salad | **WG Cheese Filled Breadsticks Marinara Sauce for Dipping Leafy Green Salad 100% Fruit Juice Low Fat Milk Choice dressing for salad |
| | February 25th | February 26th | February 27th | February 28th | |
| | **WG Chicken Tenders with Hash Brown Patty served with **WG Graham Crackers Baked Vegetarian Beans 100% Fruit Juice Low Fat Milk Choice ketchup | Beef Meatballs with Sauce served with a **WG Hot Dog Roll Green Bean Salad Chilled Fruit Choice Low Fat Milk Choice | "Brunch for Lunch" **WG Pancakes with Turkey Sausage Grape Tomatoes Celery Sticks Chilled Fruit Choice Low Fat Milk Choice pancake syrup & dressing for dipping | **WG Turkey Pepperoni & Cheese Pinwheel Cole Slaw Leafy Green Salad Chilled Fruit Choice Low Fat Milk Choice dressing for salad | |

The 5 Meal Components for School Lunch are Meat/Meat Alternate, Grain, Fruit, Vegetable and Milk. Choose at least 3, including: 1/2 cup of fruit or vegetable and at least two other full components. For Best Nutrition, CHOOSE ALL 5!!

End Hunger Connecticut

is dedicated to ending hunger in the state by promoting access to good nutrition through federal nutrition assistance programs, speaking out to raise awareness of hunger and advocating for positive change of local, state and national programs.

What is SNAP?

SNAP is the supplemental Nutrition Assistance Program which provides nutritional assistance to low-income households. The primary objective of the SNAP is to reduce hunger and improve the health and wellbeing of individuals and families currently facing food hardship by providing them with benefits accepted at local grocery stores and retailers to purchase healthy and nutritious foods. Call 1-866-276-5NAP (52627) or visit the website ctsnap.org

The City of Waterbury Public Schools Food Service is "pork free". No pork is served or sold through the Child Nutrition Programs in Waterbury.

Second Choice Meals are available five days per week.

Monday - Yogurt, Cheese Stick, **WG Dinner Roll and **WG Graham Crackers

Tuesday - Hot Entree Surprise **WG Dinner/Hamburger/Hot Dog Roll

Wednesday - Yogurt, Cheese Stick and **WG Dinner Roll and **WG Graham Crackers

Thursday - Sunflower Seeds, Yogurt and a **WG Muffin

Friday - Sunbutter & Jelly Sandwich on a **WG Kaiser Roll

HEALTHY LIFESTYLE

LOVE FOOD NOT WASTE



Food Service Partners





2021-2022 Fiscal Standing

Expense:

Year to Date:

\$7,563,388.78

Anticipated Remaining Expense:

\$3,500,000.00

Total Anticipated Expense:

\$11,063,388.78

Revenue:

Year to Date:

\$8,300,566.89

Anticipated Incoming Revenue:

\$4,200,000

Total Anticipated Revenue:

\$12,500,566.89

Year End Operating Position

\$1,437,178.11



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 that students do not like



Central Kitchen

- ▶ Freshness
 - ▶ Presentation/Adaptability Meals Prepared and Packaged Closer to Serving Time
 - ▶ Meals are being prepared and delivered accordingly
 - ▶ We Have Control of How the Meals are Packaged
 - ▶ We will be able to observe and test how the packaging performs in our kitchens before the students are served
 - ▶ We can tailor our production to meals that present better
 - ▶ We are able to change production based on unforeseen circumstances
 - ▶ Snow Days, early dismissal etc.



Food Service Goals and 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 on General Fund
 - ▶ Replenish expenses associated with central kitchen
 - ▶ Replenish Losses associated with COVID Pandemic
- ▶ Mitigate Inflating Costs
 - ▶ Higher Buying Capacity
 - ▶ Bidding
- ▶ Maintain High Level of Employee Professionalism






STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION



#4 & 5

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 schools¹ 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

¹ 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 or Teri Dandeneau at 860-807-2079 or 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.



Rosh Maghfour

Interim Chief Operating Officer

(203) 346-2340

rmaghfour@waterbury.k12.ct.us

MEMORANDUM

Date: April 21, 2022

To: Board of Aldermen Members
Board of Education Commissioners

From: Rosh Maghfour, Interim Chief Operating Officer *RM/m*

Subject: Contract with Facility Support Services, LLC for On-Call Environmental Services and AHERA Inspection

The Education Department respectfully requests your approval of the above-referenced contract in the amount of \$29,710.00 for On-Call Environmental Services and AHERA inspection between the City of Waterbury and Facility Support Services, LLC.

This contract was initiated under Request for Proposal #7181. Facility Support Services was the only responsible bidder to this RFP. Facility Support Services has been providing on-call environmental services and AHERA inspections under an existing contract that expires on June 30, 2022. The Education Department has been very pleased with the work Facility Support Services has done in the past.

This contract will allow Facility Support Services to continue to perform all required six- month and three-year AHERA inspections and update the asbestos management plans in order to remain in compliance with Asbestos Hazard Emergency Response Act of 1986.

Thank you for your consideration.

Attachments for BOA (2): Disclosure and Tax Clearance

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7181

for

ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION
between
The City of Waterbury, Connecticut
and
Facility Support Services, LLC

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 Facility Support Services, LLC, located at 121 North Plains Industrial Road, Unit F, Wallingford, CT 06942, a State of Connecticut duly registered domestic limited liability company (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7181 for ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7181**; 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, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant 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 Consultant 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 **ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION** as 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 Consultant 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 **RFP No. 7181 (“ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION”)** (incorporated by reference);
- 1.1.2 **Addenda #1** to the City's **RFP No. 7181**, dated March 22, 2022 and consisting of 2 pages (incorporated by reference);
- 1.1.3 The Consultant's response to the City's **RFP No. 7181**, dated March 23, 2022 and consisting of 48 pages, the Consultant's 4 page Price Proposal, dated March 23, 2022 and Consultant's Revised Price Proposal dated April 1, 2022 and consisting of 3 pages (attached hereto);
- 1.1.4 Consultant's Certificate(s) of Insurance (incorporated by reference);
- 1.1.5 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.7 All permits and licenses (incorporated by reference), and
- 1.1.8 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

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 Consultant. 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 Federal laws and regulations
- 1.2.2 State, and local laws, regulations, charter and ordinances
- 1.2.3 Contract Amendment(s) and Change Orders
- 1.2.4 Contract
- 1.2.5 Consultant's response to RFP No. 7181
- 1.2.6 RFP No. 7181 Addendum
- 1.2.7 RFP No. 7181 Documents not otherwise included in 1.2.1-1.2.6 above.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant 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 Consultant 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 Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant 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 Consultant 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 Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant 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. Consultant 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 Consultant, City may, but shall not be required to, correct same at Consultant'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 Consultant is required to be on City property to render its services hereunder, the Consultant 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 Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, 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 Consultant.

3.4. Publicity. Consultant 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 in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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 Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant 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 Consultant 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 Consultant 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 Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant 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 Consultant, 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 Consultant.

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 Consultant 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 Consultant shall deliver monthly, written reports to 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 Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation

represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant'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 (vii) any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the Using Agency.

NOTE: the Consultant'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 Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant 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 Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall commence work upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties, and shall complete all work and services required under this Contract by **June 30, 2025** and in accordance with the following Project Milestones ("Contract Time"):

**Project Milestone #1 - Task 1 (Six Month AHERA Asbestos Inspection):
Shall occur twice a year and shall be conducted every six months following
the performance of the first such inspection in year 1 until contract
termination**

**Project Milestone #2 - Task 2 (3 Year AHERA Complete Inspection):
Shall occur in January of 2025**

5.1. Time is and shall be of the essence for all Project milestones, and completion date for the Project. The Consultant 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 Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **TWENTY-NINE THOUSAND SEVEN HUNDRED TEN DOLLARS and ZERO**

CENTS (\$29,710.00) and shall be in accordance with Consultant's Revised Price Proposal, dated April 1, 2022 and summarized as follows:

Year 1 = \$4,560.00

Year 2 = \$4,560.00

Year 3 = \$4,560.00

3 year AHERA re-inspection – \$6,030.00

and the following Owner Controlled Contingency Allowance ("OCCA")*: \$10,000.00

*The OCCA shall only be utilized by the Consultant in the sole discretion of, and upon the prior written approval of, the Using Agency. Any unused OCCA remaining at the termination of this Contract shall revert back to the City.

6.2. Limitation of Payment. Compensation payable to the Consultant 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 Consultant'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. 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.

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

6.3. Review of Work. The Consultant 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 Consultant 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 Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7181** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant 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 Consultant 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 Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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 Consultant for that item. Consultant 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 Consultant 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 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 Consultant, 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, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, 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 Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant 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 Consultant 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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or

indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant 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 Consultant:

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 (CSL)

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..

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 of Connecticut statutes as it relates to Workers’ Compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$1,000,000.00 Each Occurrence and \$1,000,000.00 Aggregate.

9.4.5 Contractor’s Pollution Liability Insurance: \$1,000,000.00

each Occurrence/Claim, **\$1,000,000.00** Aggregate

There will be no exclusion for Hazardous Materials, including Asbestos and Lead

9.4.6 Professional Liability/E&O: \$1,000,000.00 each Wrongful Act, **\$1,000,000.00** Aggregate

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

9.6. Cancellation: The City of Waterbury and Waterbury Board of Education shall receive written notice of cancellation from the Consultant 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 Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education 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 Consultant'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 Consultant 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 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 Consultant 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 Consultant receipt, the Consultant shall deliver to the City and City of Waterbury Board of Education a copy of the Consultant's insurance policies, endorsements, and riders.

9.9. 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.

9.10. Original, completed Certificates of Insurance must be presented to the City of Waterbury and Waterbury Board of Education prior to contract issuance. Consultant agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury and Waterbury Board of Education.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant 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 Consultant 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 Consultant’s work and services shall be secured in advance and paid by the Consultant. 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 Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant 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 Consultant 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 Consultant 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 Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a 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 rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, 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 Consultant 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 Consultant 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this

Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant 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 Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant 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 Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of

damages due the City from the Consultant is determined.

13.2. 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.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant 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 Consultant 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.

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 Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, 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 Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant 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. 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 Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant 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 Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant 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 Consultant 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 Consultant may negotiate a mutually acceptable payment to the Consultant 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 Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant 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 Consultant will be compensated by the City for work performed prior to such termination date and the Consultant 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 Consultant 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 Consultant 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 Consultant'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.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, 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, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant 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 Consultant 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 Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant'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 Consultant.

17. Assignability. The Consultant 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 Consultant 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 Consultant'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. In the event the City elects to make such an audit, the Consultant shall immediately 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 Consultant 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 Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant 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 Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant 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 Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant 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, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant 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 Consultant'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 Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant'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. 7181** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7181**.

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 Consultant 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 Consultant 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 Consultant 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 Consultant, 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:

Consultant: Facility Support Services, LLC
121 North Plains Industrial Road, Unit F
Wallingford, CT 06942

City: Michal Konopka
School Inspector
Department of Education
Chase Building * Room 328
236 Grand Street
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd 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 38 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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

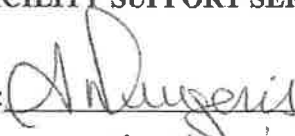
Sign: _____
Print name: _____

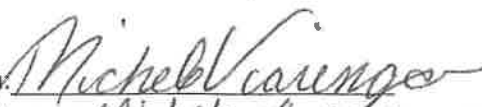
Date: _____

WITNESSES:

FACILITY SUPPORT SERVICES, LLC

Sign: 
Print name: Michael DiFabio
Field Svc Manager

By: 
Print name: Annmarie Dragonis
Its Executive Vice President

Sign: 
Print name: Michele Viarengo
Office Manager

Date: April 19, 2022

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant 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 **RFP No. 7181 ("ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION")** (incorporated by reference);
- 1.1.2** **Addenda #1** to the City's **RFP No. 7181**, dated March 22, 2022 and consisting of 2 pages (incorporated by reference);
- 1.1.3** The Consultant's response to the City's **RFP No. 7181**, dated March 23, 2022 and consisting of 48 pages, the Consultant's 4 page Price Proposal, dated March 23, 2022 and Consultant's Revised Price Proposal dated April 1, 2022 and consisting of 3 pages (attached hereto);
- 1.1.4** Consultant's Certificate(s) of Insurance (incorporated by reference);
- 1.1.5** Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
- 1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.7** All permits and licenses (incorporated by reference), and
- 1.1.8** Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
Website: www.fssteam.com

LIMITED LIABILITY COMPANY RESOLUTION

I, Martin McCarthy, hereby certify that I am the duly authorized and acting sole member of the Facility Support Services, LLC, a limited liability company 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 LLC.

The following resolution was adopted at a meeting of the LLC duly held on this 19th day of April 2022.

"It hereby resolved that Annamarie Drugonis was appointed Executive Vice President and authorized to execute and approve, on behalf of this LLC, for any and all contracts or amendments thereof with Facility Support Services, LLC.

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 here unto set my hand of said Facility Support Services, LLC on this 19th day of April, 2022.

A handwritten signature in black ink, appearing to read "Martin McCarthy".

Martin McCarthy, Owner

A handwritten signature in black ink, appearing to read "Annamarie Drugonis".
Annamarie Drugonis, Executive Vice PresidentA handwritten signature in black ink, appearing to read "Michele Viarengo".
Witness Michele Viarengo
Office Manager

**CITY OF WATERBURY
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (# 7181)
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION**

A. Background and Intent

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for On-Call Environmental Services and AHERA Inspection (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. 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;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. 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.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (Attachment G) 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 and shall complete all work and services required under this Contract by June 30, 2025 and in accordance with the following Project Milestone (“Contract Time”).

**Project Milestone #1 - Task 1 (Six Month AHERA Asbestos Inspection):
Shall occur twice a year and shall be conducted every six months following
the performance of the first such inspection in year 1 until contract
termination**

**Project Milestone #2 - Task 2 (3 Year AHERA Complete Inspection): Shall
occur in January of 2025**

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E. 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.

F. 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 ProcureWare website 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 ProcureWare 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 the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the School Inspector's Office.

H. 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- 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 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.

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- 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.

I. Proposal 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 **11:00 a.m March 29, 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 firm'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. Firm Name
 - b. Permanent main office address
 - c. Date firm 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.

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BOARD OF EDUCATION**

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.
- b. Summary of Relevant Experience. 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. 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 timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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. 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.
- 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 and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule.

- 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 E) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal".**

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Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

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 perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- 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?

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. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

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

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

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.

Award Criteria

- Vendor shall demonstrate competence and qualifications of their organizations and service team.
- Relevant experience and resources of the organization.
- Demonstrate ability to provide acceptable materials, web based system, consultation services, equipment evaluation and repair.
- Understanding and knowledge of work to be performed.
- Cost
- Adherence in providing information required by this Request for Proposal.
- Vendor shall maintain insurance that meets or exceeds General Liability and Worker's Compensation.
- Vendor Contact person. We will require a one person contact for problems, products and services. No subcontracting will be permitted.

K. Rights Reserved To The City

- 1. 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.
- 2. Nothing in this RFP shall require that the City accept the lowest Cost Schedule/Budget. 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.
- 3. The City reserves the right to reject any Proposal based upon Proposer's prior history with the City of Waterbury or with any other party that demonstrates, without limitation, unsatisfactory performance or significant failure(s) to meet any and all of its contractual obligations.
- 4. Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

**CITY OF WATERBURY
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5. The City will consider the qualifications of only those Proposers whose Proposals are, among other factors, that are in compliance with the requirements set forth in the RFP.

L. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.

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 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.

M. State Set-Aside Requirements – NOT APPLICABLE TO THIS RFP

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.

N. Performance/Payment Bonds

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.

O. Proposal Security

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.

P. Prevailing Wages - NOT APPLICABLE TO THIS RFP

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
BOARD OF EDUCATION**

**RFP # 7181
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)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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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)

(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
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.

(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 _____

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

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)

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 # 7181
ATTACHMENT B**

CITY OF WATERBURY CONTRACT FORM

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7181

for

ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION

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 _____, a State of _____ duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7181 for ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7181**; 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, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant 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 Consultant 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 **ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION** as 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 Consultant 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 RFP No. 7181 ("ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION") (incorporated by reference);

1.1.2 Addenda #1 to the City's RFP No. 7181, dated _____ (incorporated by reference);

1.1.3 The Consultant's response to the City's RFP No. 7181, dated _____ and consisting of _____ pages, including the Consultant's _____ page Price Proposal (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (incorporated by reference);

1.1.5 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.7 All permits and licenses (incorporated by reference), and

1.1.8 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

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 Consultant. 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 Federal laws and regulations

1.2.2 State, and local laws, regulations, charter and ordinances

1.2.3 Contract Amendment(s) and Change Orders

1.2.4 Contract

1.2.5 Consultant's response to RFP No. 7181

1.2.6 RFP No. 7181 Addendum

1.2.7 RFP No. 7181 Documents not otherwise included in 1.2.1-1.2.6 above.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant 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 Consultant 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 Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant 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 Consultant 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 Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant 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. Consultant 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 Consultant, City may, but shall not be required to, correct same at Consultant'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 Consultant is required to be on City property to render its services hereunder, the Consultant 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 Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, 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 Consultant.

3.4. Publicity. Consultant 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 in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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 Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant 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 Consultant 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 Consultant 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 Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant 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 Consultant, 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 Consultant.

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 Consultant 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 Consultant shall deliver monthly, written reports to 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 Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation

represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant'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 (vii) any and all additional useful and/or relevant information. Each report shall be signed by _____.

NOTE: the Consultant'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 Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant 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 Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall commence work upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties, and shall complete all work and services required under this Contract by **June 30, 2025** and in accordance with the following Project Milestones ("Contract Time"):

Project Milestone #1 - Task 1 (Six Month AHERA Asbestos Inspection):
Shall occur twice a year and shall be conducted every six months following the performance of the first such inspection in year 1 until contract termination

Project Milestone #2 - Task 2 (3 Year AHERA Complete Inspection):
Shall occur in January of 2025

5.1. Time is and shall be of the essence for all Project milestones, and completion date for the Project. The Consultant 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 Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed _____ **DOLLARS** and _____ **CENTS**

(\$ _____) and shall be in accordance with Consultant's proposal,
dated _____ and the following Owner Controlled Contingency
Allowance("OCCA")*: _____

*(The OCCA shall only be utilized by the Consultant in the sole discretion of, and upon
the prior written approval of, the Using Agency. Any unused OCCA remaining at the
termination of this Contract shall revert back to the City)

6.2. Limitation of Payment. Compensation payable to the Consultant 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 Consultant'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. 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.

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

6.3. Review of Work. The Consultant 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
Consultant 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 Consultant's demand for payment. The City
shall not certify fees for payment to the Consultant until the City has determines that
the Consultant has completed the work in accordance with the requirements of this
Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP
No. 7181** shall be solely borne by the Consultant and are not included in the
compensation to be paid by the City to the Consultant under this Contract or any other
Contract.

6.5. Payment for Services, Materials, Employees. The Consultant 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 Consultant 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 Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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 Consultant for that item. Consultant 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 Consultant 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 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 Consultant, 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, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, 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 Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant 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 Consultant 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 Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or

indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant 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 Consultant:

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
(CSL)

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..

**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 of Connecticut statutes as it relates to Workers’ Compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** Each Occurrence and **\$1,000,000.00** Aggregate.

9.4.5 Contractor’s Pollution Liability Insurance: \$1,000,000.00

each Occurrence/Claim, **\$1,000,000.00** Aggregate

There will be no exclusion for Hazardous Materials, including Asbestos and Lead

9.4.6 Professional Liability/E&O: \$1,000,000.00 each Wrongful

Act, \$1,000,000.00 Aggregate

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

9.6. Cancellation: The City of Waterbury and Waterbury Board of Education shall receive written notice of cancellation from the Consultant 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 Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education 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 Consultant'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 Consultant 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 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 Consultant 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 Consultant receipt, the Consultant shall deliver to the City and City of Waterbury Board of education a copy of the Consultant's insurance policies, endorsements, and riders.

9.9. 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.

9.10. Original, completed Certificates of Insurance must be presented to the City of Waterbury and Waterbury Board of Education prior to contract issuance. Consultant agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury and Waterbury Board of Education.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant 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 Consultant 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 Consultant’s work and services shall be secured in advance and paid by the Consultant. 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 Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant 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 Consultant 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 Consultant 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 Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a 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 rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, 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 Consultant 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 Consultant 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this

Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant 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 Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant 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 Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of

damages due the City from the Consultant is determined.

13.2. 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.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant 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 Consultant 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.

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 Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, 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 Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant 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. 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 Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant 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 Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant 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 Consultant 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 Consultant may negotiate a mutually acceptable payment to the Consultant 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 Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant 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 Consultant will be compensated by the City for work performed prior to such termination date and the Consultant 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 Consultant 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 Consultant 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 Consultant'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.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, 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, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant 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 Consultant 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 Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant'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 Consultant.

17. Assignability. The Consultant 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 Consultant 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 Consultant'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. In the event the City elects to make such an audit, the Consultant shall immediately 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 Consultant 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 Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant 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 Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant 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

Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant 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, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant 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 Consultant'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 Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant'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. 7181 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 7181.

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 Consultant 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 Consultant 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 Consultant 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 Consultant, 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:

Consultant:

City:

Michal Konopka
School Inspector
Department of Education
Chase Building * Room 328
236 Grand Street
Waterbury, CT 06702

With a copy to:

City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd 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 38 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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: _____
Print name: _____

Its _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

CITY RESERVES THE RIGHT TO EDIT THIS CONTRACT

**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 _____ | 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
Name
or Federal Identification Number

Signature of Individual or Corporate

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

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

Contractors Pollution Liability Insurance:
 \$1,000,000 each Occurrence/Claim
 \$1,000,000 Aggregate Coverage
 There will be no exclusion for Hazardous materials, including Asbestos and Lead

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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #7181
ATTACHMENT E
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**

| YEAR | BID AMOUNT (IN WORDS) | BID AMOUNT (\$) |
|---|------------------------------|------------------------|
| YEAR 1 (NTP-June 2023) | \$ _____ | \$ _____ |
| YEAR 2 (July 2023-June 2024) | \$ _____ | \$ _____ |
| YEAR 3 (July 2024-June 2025) | \$ _____ | \$ _____ |
| Three year AHERA re-inspection for each school listed below | \$ _____ | \$ _____ |
| TOTAL BID PRICE | \$ _____ | \$ _____ |

| SERVICE | HOURLY RATE | OVERTIME |
|---|--------------------|-----------------|
| Certified Industrial Hygienist (CIH) | | |
| Project Monitor/Inspector Management Planner | | |
| Asbestos Project Designer | | |
| Lead Inspector/Risk assessor | | |

**CITY OF WATERBURY
BOARD OF EDUCATION**

| LABORATORY & EQUIPMENT | |
|---|---|
| Polarized Light Microscopy (PLM) Bulk | 1-day TAT: \$ _____ 5-day TAT: \$ _____ |
| Transmission Electron Microscopy (TEM) Bulk | 1-day TAT: \$ _____ 5-day TAT: \$ _____ |
| Phase Contrast Microscopy (PCM) Air | 3-hour TAT: \$ _____ 24-hour TAT: \$ _____ |
| Transmission Electron Microscopy (TEM) Air | 6-hour TAT: \$ _____ 24-hour TAT: \$ _____ |
| Lead/Chip/Wipe Analysis | 1-day TAT: \$ _____ 5-day TAT: \$ _____ |
| Lead TCLP Analysis (5-day TAT) Non-viable Mold Analysis | 1-day TAT: \$ _____ 3-day TAT: \$ _____ |
| Poly-chlorinated Biphenyls (PCBs) by Soxhlet (Bulk) | 3-day TAT: \$ _____ 5-day TAT: \$ _____ |
| Poly-chlorinated Biphenyls (PCBs) with Homologs (Air) (3-day TAT) | \$ _____ |
| Others (Please Specify) | \$ _____ |

END OF ATTACHMENT E

**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: _____

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:

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:

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):

**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.

8. List your major equipment available for this contract.

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) |
|------------------|------------------------------------|

| | |
|------------------|------------------------------------|
| _____ (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 F

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7181
ATTACHMENT G
Scope of Services
GENERAL DESCRIPTION**

Technical Specifications

The School Inspector's Office of the Waterbury Board of Education is seeking to perform SIX (6) MONTH and (1) Three year, AHERA Inspections for Waterbury Schools, as listed below.

SCOPE OF SERVICE:

Conduct six month AHERA asbestos re-inspections twice a year for Waterbury Public Schools every 6 months after the initial re-inspection during the three-year term of the contract.

Conduct (1) three year AHERA complete inspection in January 2025 (Last AHERA inspection was done on January 2022).

Under § 763.85(b) of the AHERA Rule,

- Visually re-inspect and reassess the condition of all friable known or assumed ACBM.
- Visually inspect material that was previously considered non-friable and touch the material to determine whether it has become friable since the last inspection or re-inspection.
- Identify any homogeneous areas in which material has become friable since the last inspection or re-inspection.
- Perform a physical assessment in each school, in accordance with § 763.88 of the AHERA Rule, of the condition of the newly friable material in areas where newly friable materials in areas assumed to be ACBM.
- Reassess the condition of friable known or assumed ACBM previously identified.
- Record and submit the following information for inclusion in the management plan to the LEA designated person within 30 days of the re-inspection: (Provide two sets of three holed punched reports). Install reports in school binders. Review binders to ensure compliance during each inspection.

Reports should include as a minimum;

- Date of the re-inspection
- Name and signature of the person conducting the re-inspection
- State accreditation number, and
- Training provider name for any person conducting the re-inspection (copy of certificate is ideal) Exact locations where samples were collected during the re-inspection if any.
- Description of the manner used to determine sampling locations

For each item above, services will include all appropriate and necessary discussions, communications, etc. with the State.

At no additional charge, City may request laboratory test results for all samples.

**CITY OF WATERBURY
BOARD OF EDUCATION**

LIST OF SCHOOLS

| | Name | Address | City | State | Postal Code |
|----|----------------------------------|------------------------|-----------|-------|-------------|
| 1 | Barnard School (Adult Education) | 11 Draher Street | Waterbury | CT | 06708 |
| 2 | Bucks Hill | 330 Bucks Hill Road | Waterbury | CT | 06704 |
| 3 | Bunker Hill | 170 Bunker Hill Ave | Waterbury | CT | 06708 |
| 4 | Chase | 40 Woodtick Road | Waterbury | CT | 06705 |
| 5 | Crosby High School | 300 Pierpont Rd | Waterbury | CT | 06705 |
| 6 | Driggs | 77 Woodlawn Terrace | Waterbury | CT | 06704 |
| 7 | Generali | 3196 East Main Street | Waterbury | CT | 06705 |
| 8 | Hopeville | 2 Cypress Street | Waterbury | CT | 06706 |
| 9 | International School | 116 Beecher Street | Waterbury | CT | 06705 |
| 10 | Kennedy High School | 422 Highland Avenue | Waterbury | CT | 06708 |
| 11 | Kingsbury | 220 Columbia Blvd | Waterbury | CT | 06710 |
| 12 | North End Middle School | 534 Bucks Hill Road | Waterbury | CT | 06704 |
| 13 | Regan | 2780 North Main Street | Waterbury | CT | 06704 |
| 14 | Sprague | 1443 Thomaston Avenue | Waterbury | CT | 06704 |
| 15 | State Street | 30 Church Street | Waterbury | CT | 06702 |
| 16 | Tinker | 809 Highland Avenue | Waterbury | CT | 06708 |
| 17 | Wallace Middle School | 3465 East Main Street | Waterbury | CT | 06705 |
| 18 | Walsh | 55 Dikeman Street | Waterbury | CT | 06704 |
| 19 | Washington | 685 Baldwin Street | Waterbury | CT | 06706 |
| 20 | West Side Middle School | 483 Chase Parkway | Waterbury | CT | 06708 |
| 21 | Wilby High School | 568 Bucks Hill Rd | Waterbury | CT | 06704 |
| 22 | Woodrow Wilson | 235 Birch Street | Waterbury | CT | 06704 |

END OF ATTACHMENT G



Request for Proposal (RFP)#7181

On-Call Environmental Services & AHERA Inspections

Prepared For: City of Waterbury Board of Education

Provided By: **Facility Support Services, LLC**
(203) 288-1281



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

Facility Support Services, LLC Statement of Qualifications

For:

Request for Bid (Bid # 7181)

On-Call Environmental Services and AHERA Inspection

Issued by:

The City of Waterbury Board of Education

Contact: Mr. Kevin McCaffery, Director of Purchasing

Date of Bid Opening: Tuesday March 29, 2022, 11:00 a.m.



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| Attachment A-5: | Limited Liability Company Resolution (Submission Upon Contract Award) |
| Attachment B: | City of Waterbury Contract Form (Executions to be completed Upon Award) |
| Attachment C: | Non-Collusion and Acknowledgement Affidavit of the Proposer |
| Attachment D: | Insurance Requirements & FSS Certificate of Insurance |
| Attachment E: | Price Proposal (Note: Included in Original Copy ONLY) |
| Attachment F: | Contractor Qualifications Statement |
| Attachment G: | Scope of Services General Description |



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

1. Proposer Information

- A. Firm Name (Primary): Facility Support Services, LLC
- B. Firm Address (Primary): 121 North Plains Industrial Rd., Unit F, Wallingford, CT 06492
- C. Date Firm Organized: November 27, 1996
- D. Legal Form of Ownership: Limited Liability Company (Cert# 2013195748001)
- E. Number of Years firm has been engaged in providing services under present name: 26 years
- F. Principal Members

Matin McCarthy, Principal Owner

Annamarie Drugonis, Executive Vice President (EVP)

adragonis@fssteam.com, 203-654-1735

Michael DiFabio, Sr. Project Manager / Field Services Manager

mdifabio@fssteam.com, 203-645-8888

Michele Viarengo, Office Manager

mviarengo@fssteam.com, 203-627-9602

Michael DiFabio will be assigned as the overall Project Manager for this RFP. Mr. DiFabio's reporting relationships, background and experience are Included within Section 2 Experience, Expertise and Capabilities.

Michele Viarengo will be assigned to contract, purchase order and invoice management and will work under the direction of Mr. DiFabio and the Waterbury Board of Education.

- G. Subcontractors: Laboratories and Abatement Contractors FSS works in conjunction with

| Laboratories / Subcontractor | Main Phone Number | Role/Services in Contract |
|--|-------------------|--|
| EMSL Analytical Laboratories 165 Gracey Avenue, Meriden, CT 06451 | 203-284-5948 | Asbestos, Mold, Lead Analysis |
| Complete Environmental Testing 80 Lupes Drive, Stratford, CT | 203-377-9984 | Air, Soil, Water Analysis |
| Gilbertco, Inc. 287 N Main St, Ansonia, CT 06401 | 203-732-2615 | Lead XRF Testing & Reporting |
| Accurate Insulation, LLC 33A Stafford Avenue, Bristol, CT 06010 | 860-584-2146 | Hazardous Building Materials Abatement Services |



2. Experience, Expertise and Capabilities

A. *Philosophy Statement and Business Focus*

Facility Support Services, LLC (FSS) is recognized by our clients, the State of Connecticut Department of Energy and Environmental Protection (DEEP), State of Connecticut Department of Public Health (DPH), United States Environmental Agency, (EPA), and Occupational Safety and Health Administration (OSHA) as one of the more respected consulting firms in the State. Our team is comprised of experienced Environmental Health and Safety (EH&S) compliance consulting professionals well versed in hazardous building materials, industrial and construction industries. Facility Support Services can offer exceptional services to a wide array of industries to help ensure compliance with multiple levels of regulations, requirements, and guidelines. We strive to not only meet but exceed industry standards and client expectations.

As a small firm we pride ourselves on building a strong relationship with our clients by listening to their concerns, recognizing budgetary restraints, and addressing their Environmental and Safety Compliance needs accordingly. Providing AHERA and On-Call Services to the City of Waterbury Board of Education has been our main focus for the past six years. We believe by providing one main project manager to be dedicated to your team inspections, reporting and projects as a whole are completed accurately, cost efficiently and within a timely manner.

Throughout this Request for Proposal Response FSS will provide our credentials reflecting our longstanding abilities and experience in providing AHERA Inspection Services and On-Call Environmental Services to the City of Waterbury Board of Education as well as other Connecticut educational institutions.

B. *Summary of Relevant Experience*

Reflected within this section Facility Support Services will show a detailed account of projects of similar scope and size completed within the last three years all of which were with Connecticut Municipal Boards of Education. In addition, all municipal contracts/agreements were and continually are completed within the required timeframes and within or below the initial project budgets.

| Organization (Name, Contact Address Phone Number) | Project Services | Gross Cost & Dates of Services |
|---|--|---------------------------------|
| City of Waterbury Board of Education 236 Grand Street, Waterbury, CT 06702 Michael Konopka (203) 558-0833 | AHERA 3-Year Re-Inspections AHERA 6-Month Surveillance On-Call Environmental Services (Asbestos, Mold, Radon) | \$ 239,641.15 2013-Present |
| City of Bridgeport Board of Education 1085 Connecticut Ave., Bridgeport, CT 06607 Daniel Gilhuly (203) 275-2743 | AHERA 3-Year Re-Inspections | \$62,370.00 2015, 2018, 2021 |
| Town of Orange Board of Education 637 Orange Center Rd., Orange, CT 06477 Joe Matteis/Michael Gray (203) 985-5383 | AHERA 3-Year Re-Inspections On-Call EHS Services (Asbestos, Mold, Radon) | \$37,656.50 2015 - Present |
| Town of East Haven Public Schools 35 Wheelbarrow Lane, east Haven, CT 06512 Vincent Consiglio (203) 468-3369 | AHERA 3-Year Re-Inspections On-Call Asbestos & Mold | \$19,587.35 2015-Present |



| | | | |
|--|--------------------------------------|-------------------------|--|
| Project Number | 1 | Dates 2013 - Present | Hazardous Materials Management & AHERA Public School & Municipal Buildings City of Waterbury & Board of Education (BOE) |
| Address | Various Municipal & School Buildings | | ✓ Hazardous Building Material sampling ✓ Indoor Air Quality Assessment ✓ Hazardous Materials Inspections ✓ Asbestos and PCB Abatement Specifications ✓ Alternate Work Practice Preparations ✓ Project Monitoring during Abatement ✓ Clearance Sampling during Abatement ✓ Reporting |
| Contact | Michael Konopka | | |
| Phone | (203) 558-0833 | | |
| Project Description | | | |
| <p>Construction Abatement Oversight</p> <p>FSS was contracted for Hazardous Materials Management work during multiple renovation projects and repairs conducted on various Waterbury School municipal properties. FSS handled Lead, Asbestos and PCB initial site inspections, sampling/testing and reporting on specifically school new elevator installations (in 3 schools), boiler rooms, ceiling and/or roofs. FSS prepared Abatement Specifications, Alternate Work Practice and Management Plans based upon Lead, Asbestos and PCB sampling results. FSS supervised all Abatement Oversight and Constuction activites that involved Hazardous Materials Management, which included the coordination of abatement contractors, conducting on-site monitoring during the abatement process, and performing clearance sampling.</p> <p>On-Call Environmental Services</p> <p>On-Call Environmental Services for the City of Waterbury’s various Municipal Buildings consisted of Hazardous Materials Testing, Inspection Services, Specifications Preparations, Management Plan Development and Report Preparations for Asbestos/Lead/PCB/Mold.</p> <p>AHERA Inspections & Asbestos Management</p> <p>The 3-Year AHERA Inspections & Asbestos Management consisted of Asbestos work for all Waterbury Public Schools which included AHERA Asbestos Survallience to be conducted every 6 months, AHERA Re-Inspections to be performed every 3 years, and an official reviewing and updating of all Asbestos Management Plans.</p> <p>FSS was awarded four 3-Year term Bids for the City of Waterbury, Board of Education for their AHERA and On-call Environmental work from 2013-Present (2022).</p> | | | |

Listed below please find the Bid/Contracts and corresponding Purchase Orders between Facility Support Services, LLC, and The City of Waterbury Board of Education within the last 3-Years. Information regarding bid awards prior to 2019 is available upon request. Listed below see Bid/Contract 6289 Purchase Order numbers and date of issuance

- September 2019 Purchase Order #: 172480, 172481, 172538, 172969
- April 2020 Purchase Order #: 178573
- July 2020 Purchase Order #: 180690
- August 2020 Purchase Order #: 179725
- May 2021 Purchase Order #: 189140
- November 2021 Purchase Order #: 194532
- January 2022 Purchase Order#: 197080



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| | | | | |
|---|-------------------------|-------|----------------|---|
| Project Number | 2 | Dates | 2015 - Present | On-Call Environmental Services & AHERA Re-Inspections Public Schools & Municipal Buildings City of Bridgeport & Bridgeport BOE |
| Address | Various, Bridgeport, CT | | | ✓ Hazardous Building Material Management ✓ 3 – Year AHERA Re-Inspections & Management Plans ✓ Indoor Air Quality Assessments for Mold |
| Contact | Daniel G Daniel Gilhuly | | | |
| Phone | (203) 275-2743 | | | |
| Project Description | | | | |
| <p>FSS has a long standing relationship with the City of Bridgeport and Bridgeport Board of Education for a variety of On-call Occupational Health and Safety, Environmental compliance consulting services and Hazardous Materials Management work.</p> <p>BID: RFQ# MNB83117B - Environmental Assessments</p> <p>FSS had prepared hazardous materials reports to assist in the demolition of twelve (12) properties. FSS investigated each property for the presence of hazardous materials required for testing, analysis, remediation design, laboratory testing, monitoring in conjunction with the City’s project manager, removal, AWP’s, and final reports for asbestos and lead and other hazardous material removal. FSS kept daily, weekly and monthly logs and other records detailing the services rendered including sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under our supervision.</p> <p>AHERA Inspections & Asbestos Management</p> <p>FSS was awarded the 2015 AHERA Inspections & Asbestos Management Bid for Bridgeport’s thirty-one (31) public schools and invited back to complete the 2018 Re-Inspections and reporting. FSS’s Asbestos Inspectors and Management Planner (licensed in CT) to conduct Triennial AHERA Reinspections for the public schools within the City of Bridgeport. The project consists of visual inspections and Asbestos Bulk Sample collections and reporting. FSS additionally prepared and updated Asbestos Management Plans for each school based on results from inspections and sampling.</p> | | | | |



| | | | | |
|--|--------------------------------------|----------------------------|---|--|
| Project Number | 3 | Dates 2008- Present | AHERA Inspections, Reporting & On-Call Compliance Services Public Schools & Municipal Buildings Town of Orange & Board of Education (BOE) | |
| Address | Various School Buildings, Orange, CT | | ✓ | Renovation / Abatement Project Monitoring & Management |
| Contact | Joe Matteis/Michael Gray | | ✓ | Indoor Air Quality for Mold |
| Phone | (203) 985-5383 | | ✓ | Asbestos / PCB / Mold Abatement Specifications |
| | | | ✓ | Occupational Safety Compliance Plans and Training |
| | | | ✓ | AHERA Inspections & Management Plan Updates |
| Project Description | | | | |
| <p>AHERA Inspections & Asbestos Management FSS's licensed Asbestos Inspectors and Management Planners conducted Triennial (3-Year) AHERA Reinspections for four (4) schools within the Town of Orange. The project consists of Visual Inspections, Asbestos Bulk Sample collections and Reporting. FSS's Asbestos Management Planner also prepared and updated the Asbestos Management Plans for each of the four(4) schools based on the inspection and samling results.</p> <p>On Call Consultant As an On-Call consultant FSS piloted town-wide Health and Safety Plans, Employee Safety Training, Air Monitoring during Construction/Abatement, review of Contractor requirements for Health/Safety and Disposal practices, Indoor Air Quality Assessments for Mold. FSS also directed and executed all preparations for Abatement planning including Abatement Specifications development, Work Plan Design, Alternate Work Practice Preparations, Contractor Coordination and Abatement Oversight.</p> <p>Peck Place School Hazardous Material Testing and Management for Renovation The renovation of a 60,000 square foot elementary school within the Town of Orange, had FSS contracted as Lead consultant and monitor. FSS provided technical support, managed testing, created bid specifications and drawings for Asbestos, Lead, PCB and hazardous materials. FSS's licensed Project Designer developed Abatement Specifications, Alternate Work Practices, and Standard Operation Best Work Practices. FSS performed vendor interviews, contract negotiations, air monitoring, site planning meetings and reporting. In addition, FSS representatives attended BOE meetings and consulted on public relations.</p> | | | | |



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| | | | |
|--|--------------------------|-------------------------|---|
| Project Number | 4 | Dates 2015 - Present | AHERA Inspections, Reporting & On-Call Compliance Services Public Schools & Municipal Buildings Town of East Haven Board of Education (BOE) |
| Address | Various School Buildings | | ✓ Asbestos Inspection Services ✓ Indoor Air Quality for Mold ✓ AHERA Inspections & Management Plan Updates |
| Contact | Vincent Consiglio | | |
| Phone | (203) 468-3369 | | |
| Project Description | | | |
| Hazardous Building Materials Assessment | | | |
| FSS professionals have performed limited asbestos inspections and Indoor air quality assessments in various school buildings within the Town of East Haven at the request of the Board of Education. | | | |
| The most recent sampling event and reporting was performed within a school building that had recent minor flooding and the inspection/sampling services were performed prior to planned renovations. | | | |
| AHERA Inspections & Asbestos Management | | | |
| FSS's licensed Asbestos Inspectors/Management Planners conducted Triennial (3-Year) AHERA Reinspections of the Public School Buildings. The project consists of Visual Inspections, Asbestos Bulk Sample collections and Reporting. FSS's Asbestos Management Planner also prepared and updated the Asbestos Management Plans for each of the schools based on the inspection and samling results. | | | |



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C. Personnel Listing

Michael DiFabio - Field Services / Hazardous Building Materials Manager

Mr. DiFabio's role as a Sr. Project Manager with FSS has given him the knowledge and experience to oversee and manage a project from the beginning through to the final stages. By researching and visiting the site Mr. DiFabio can develop the proper work plan and scope of services to carry the project through fruition. He has an excellent rapport with many of Connecticut certified laboratories which helps to provide the best prices and turnaround times for analytical results. Additionally, Mr. DiFabio's ingenuity gives him the ability to respond, assess and quickly resolve any problem that may arise on a project site with professionalism. Working directly with the client he is able to provide a proposal/cost estimate that works within the timelines while staying within the budgetary restraints required by the Municipality.

Because of Mr. DiFabio's history working with the City of Waterbury's Board of Education, he is remarkably familiar with the cities responsibilities to their patrons and can work directly with city officials to organize and implement the best work plan for the scope of services as outlined in this RFP.

Annmarie Drugonis – Executive Vice President

Annmarie Drugonis, Sr. Environmental Engineer, and Executive Vice President of FSS has chosen the most qualified individual, Michael DiFabio, from our team to carry out all aspects of the scope of services and will conduct regular Quality Control reviews of data and reporting throughout the course of the contract. Ms. Drugonis holds a degree in Environmental Management and has over 20 years of experience in the environmental field.

Note: Within the following pages please find the resumes of the staff identified in the Personnel Listing and Work Plan as key professionals for this RFP.

Michael DiFabio Professional Resume'

Hazardous Building Materials, Field Services Manager

Mr. DiFabio's hazardous building materials inspections, sampling and reporting experiences for Asbestos, Lead, PCBs, and other hazardous materials includes work within K-12 schools (AHERA projects), colleges/universities, office buildings, residential and commercial projects. Mr. DiFabio has an Earth Science Bachelors' Degree from Southern University and is Licensed as an Asbestos Project Designer, Asbestos Inspector/Management Planner, and Asbestos Project Monitor within Connecticut. He has conducted indoor air quality investigations, mold surveys, and a variety of air, water, and soil contaminant testing. His concentration in Environmental and Geological studies within his Bachelors' degree has also proven beneficial in assisting with Phase II ESA soil borings and groundwater well installation and Phase III ESAs groundwater surveying and sampling projects.

On-Call Environmental Services and AHERA Inspections, City of Waterbury, Board of Education 2013 – Present

Through bid award FSS has maintained the On-Call Environmental Services and AHERA Inspections program for the City of Waterbury's Board of Education. As part of an on-going effort Michael has managed every aspect of this program from simple hazardous materials inspections to complex abatement specification research and development for Asbestos, Lead, Mold, Radon and PCBs. Among the scope of services, he provided asbestos inspections and reporting, AHERA 3yr re-inspections, 6-month periodic asbestos surveillance, radon testing, final visual inspection (post-abatement), re-occupancy air sampling, indoor air quality sampling and reporting.

Mr. DiFabio has worked with City and Board of Education Officials in cost estimating, Abatement Specification Design, managed construction, and abatement crews and conducted on-site project monitoring during abatement. In addition, Mr. DiFabio organized the inspections, sampling timelines and personally conducted. With strong understanding and involvement with budgetary restraints required by the Board of Education Mr. DiFabio continues the on-call program keeping the projects within those requirements.

Asbestos Sampling & Reporting, Noresco, Various Waterbury Schools 11/2016 – Present

Because of the vast knowledge with regards to the Waterbury School Buildings, Mr. DiFabio as the Project Manager worked with Noresco, City and Board of Education Officials to prepare for and perform Pre-Renovation asbestos and PCB sampling and reporting for boiler replacements. Included in the scope of services asbestos abatement specifications design, abatement oversight/project monitoring and re-occupancy air sampling were also performed.

Hazardous Materials Survey Sampling & Reporting, City of Bridgeport, Various Properties along Downtown River, Bridgeport, CT, 2017

Conducted Pre-Demolition Hazardous Materials Inspections, reporting, and formulation of Asbestos Abatement Specification. Mr. DiFabio was called upon by the City to prepare Asbestos Abatement Specifications and Alternate Work Practice for an emergency demolition project.

AHERA Asbestos Re-Inspection Services, City of Bridgeport, Board of Education

Thirty-one school buildings within Bridgeport District 2015, 2018, 2021

As the project manager for Hazardous Materials Management with FSS Mr. DiFabio researched and developed costs for inspection services with an understanding of the budget requirements, scope of services, organized the sampling timeline and managed the 3-Year AHERA Re-Inspections for all thirty-one school buildings for the City of Bridgeport Board of Educations. The project included AHERA inspections, Bulk Sample Collection, Management Plan

Education

B.S., Earth Science,
Southern CT State University, 2013

License/Certification

HAZWOPER 40hr Trained
HAZWOPER Refresher 8hr Supervisor

OSHA 10hr Construction Trained, CT
First Aid/AED/CPR Certified

Asbestos

Inspector, CT # 000340
Project Monitor, CT # 000773
Project Designer, CT # 000329

Radon

Residential Measurement Provider
#110711
Radon Measurement in Connecticut
Schools (CTDPH200 6/17/2019)

Lead

Lead Risk Assessor Initial Training 4/3/19
Cert # L-303-128
Lead Inspector Initial Training 3/28/19
Cert # L-302-212

Michael DiFabio Professional Resume'

Hazardous Building Materials, Field Services Manager

updates/revisions and reporting. At the close of this project FSS was able to complete the scope of services below the projected budget.

Asbestos AHERA 3-Year Re-Inspections, Town of Orange Public Schools 2008-Present

Completed various limited asbestos inspections and indoor air quality assessments as requested by the Public Schools Facilities Director. Sampling services included asbestos bulk PLM sampling, Mold in Air sampling, and PCB sampling. . .

Completed the required AHERA 3-Year Re-Inspections for the four school buildings which includes but not limited to Bulk Sample Collection, Management Plan Updates, and reporting.

Asbestos, PCB Sampling & Reporting, Town of Orange Public Schools, Peck Place School, Orange, CT, 6/2014–8/2014
Confirmation sampling for PCBs of soil, brick, mortar, concrete, and asphalt, logging data, and field oversight of construction.

Asbestos, PCB Sampling & Reporting, Town of Orange Public Schools, Turkey Hill School, Orange, CT, 6/2014-7/2017
Sampling for PCBs of brick-and-mortar substances as well as wipe samples on impervious surfaces. Activities include drilling, drawing sampling maps, and logging data.

On-Call Asbestos and Mold Inspections and Asbestos AHERA 3-Year Re-Inspections, Town of East Haven, BOE

Completed various limited asbestos inspections and indoor air quality assessments upon request and budget approval. Sampling services included asbestos bulk PLM sampling, Mold in Air sampling, and PCB Bulk Sample Collection.

Completed the required AHERA 3-Year Re-Inspections for the four school buildings which included Inspections, sample collection, Management Plan Updates, and reporting.

Hazardous Materials Sampling & Reporting, Town of Seymour, Various Divisions and Projects 1/2017 – Present

Asbestos and PCB sampling, reporting, asbestos and PCB abatement design, indoor air quality sampling and reporting,

Asbestos Specifications & Project Monitoring, Town of Warren – Town Library, Warren, CT 12/2016

Completed an Initial Asbestos Inspection with sample collection and report preparation and designed the Asbestos Abatement Specifications.

On-Call Environmental and Hazardous Building Materials Inspection Services, Quinnipiac University, Hamden, CT

Involved with Pre-Demolition/Pre-Renovations Hazardous Materials Inspections and Reporting, Conducted Indoor Air Quality Assessments for Mold as requested by the university's facilities department. UST Extraction Oversight and sampling, SPCC Inspections, oil/water separator inspections, fume hood filter maintenance and disposal arrangements.

Hazardous Materials Sampling & Reporting, Martinez Couch Associates, Various Sites, Southern CT, 2014-2020

Executed Asbestos bulk sampling, interior and exterior Mold air sampling, Radon testing, PCB sampling, Produced Asbestos clearance sampling and reporting for residences effected by 2012 Hurricane Sandy. Because of his true leadership qualities and project management skills, in 2016 Michael became the project manager assigned to all Hazardous Materials type projects for Martinez Couch Associates.

Environmental Site Assessments, Various sites in CT, Hamden, CT, 6-2014-Present

Conducting qualitative respirator fit testing of various employees. Ensuring proper fit and supplying employees with alternate respirators when equipment brought in was insufficient.

Environmental Site Assessment Phase II, Bankwell Bank, Stratford, CT, 10/2017

Concrete coring, soil sampling, reporting, installation of monitoring wells, well surveying, well assessment and sampling.

Annmarie Drugonis Professional Resume'

EVP and Senior Project Manager

Ms. Drugonis has over 20 years of experience in the environmental field; projects include wastewater discharge, discharge monitoring reports, air emissions, wetlands, storm water, Title V, PSD and NSPDS permits, Part A & Part B permit, wastewater modifications as well as application submittals. Develop and update; Risk management plans (RMP), Process Safety Management (PSM). Spill Prevention Counter Control Measure Plans (SPCC), Operation and Maintenance Plans (O&M), Emergency Response Plans. Submittals of Tier II, Form R's, GPLPE Annual Compliance Certifications, Rolling Emissions Inventories, Generator Reports, Pre-Inspections Questionnaires (PIQ's), Benzene NESHAP, RICE NESHAP, PCB Annual Log and Biennial reporting. Training: RCRA; Large, Small, conditionally exempt Generator, TSDF. Construction 30, 10 hours and refreshers, DOT, HAZWOPER 40, 24, 8 hour and refresher, SWPP, SPCC, Contingency and Emergency Action Plan (EAP's).

Industrial Wastewater Permitting & Compliance Assistance, Multiple Client, Various Locations, CT, Massachusetts, Mississippi, Illinois, Kentucky 2011-Present

Wastewater permitting and compliance assistance for a variety of industrial wastewater treatment systems/operations, including metal finishing operations, metal casting operations, corrugated cardboard manufacturing, etc. Permitting includes individual permit discharging to surface water (NPDES) and sanitary systems (SPDES), as well as a variety of General Permits (MISC permit, Metal Finishing Categorical permit, etc.). Activities include permit applications, enforcement assistance, wastewater treatment system diagnostics and design modifications, preparation of treatment system Operation and Maintenance (O&M) Plans, sample collection, Discharge Monitoring Repots (DMRs), Aquatic Toxicity monitoring, etc.

Weekly On-Call Environmental Consulting Services, Various facilities throughout Connecticut, Massachusetts, Mississippi, Illinois, Kentucky. Completed a chemical inventory at each facility to include chemical type, unit volume, quantity of units presents in each area developed spread sheet of all chemicals and the information with standard GHS, NFPA/HMIS hazard ratings, and PPE requirements. Verified Safety Data Sheets (SDS) for each chemical is listed in the chemical inventory and organized within SDS books and in electronic records. Developed a Compliance Calendar to summarizes company environmental and safety reporting and training responsibilities for local, state, and federal requirements,

Gathered all environmental and safety documentation and centralized the information for ease of access and use. Organized the storage locations and layouts for all chemicals to assure the fostering and maintenance of both efficiency and compliance.

Inspected waste management areas for compliance, proper area and container labelling as required by the appropriate regulatory agencies. Coordination of waste shipments, waste manifests, shipment log and recyclable materials shipped offsite.

Additional projects included: Evaluation of the Pump Rooms for regulatory compliance and assistance in the corrective actions for compliance with regulatory standards. Implement corrective actions of Ammonia handling, distribution, use, and storage of ammonia for regulatory compliance. Clarified and finalized the air permitting issues

Experience

20 + years

Education

B.S. Environmental Management, 1992
Columbia Southern University

License/Certification

HAZWOPER 40-Hour Trained
Hazardous Waste Operations and Emergency Response – Incident Commander Level

HAZWOPER Refresher 8-Hour 2020

CT D.E.E.P certified to operate a Connecticut Landfill /Transfer/Volume reduction

Certified Environmental Health & Safety Specialist C.E.H.S.S. National Association of Safety Professionals.

Accredited Internal Auditing for IS 9001:2000
ISO 14001:2015 Lead Auditor Training #32919

OSHA 48 hour – Certified Occupational Health and Safety Manager.

OSHA 36 hour - Certified Occupational Safety and Health Trainer (Train the Trainer),

OSHA Outreach Trainer Construction 30, 10 hour and Refresher

DOT
RCRA

National Incident Command (NIMS)

Certifications:

IS-800 National Response Plan,
IS-700, IS-0200 Single Resources and Initial Action Incidents,
IS-100 Incident Command

First Aid/AED/CPR Certified

Annmarie Drugonis Professional Resume'

EVP and Senior Project Manager

required. Trained a variety of environmental and safety topics such as HazWOPER, RCRA, SPCC, First Aid Emergency Evacuation, and other required topics to affected staff as relevant to the facilities

Environmental EHS Support & Incident Investigation Follow Up, CISCO, 2016

Provided support for construction incidents involving CISCO personnel. Performed onsite incident investigation and root cause analysis as well as technical support for reduction in OSHA citations for both incidents.

EHS Support & Onsite Regulatory Compliance Audits, ECO-Recovery, 2016

Performed on site Regulatory Compliance Audits at two sites in Shrewsbury, MA and in Putnam, CT. Made recommendations for closure to all findings.

U.R.G Inc., Putnam CT, 2016-2017

Prepare a plan for RCRA closure of the site. Over saw the waste removal of the material and decontamination of site. Worked closely with the waste removal company, fiduciaries, and attorneys in communicating the plans of closure, preparing the property for marketing.

CJ Fucci, Wallingford, CT, 2016

Design, permitting, sampling, and field oversight of construction dewatering systems for multiple sites/projects. Activities include design of system component relative to contaminants requiring treatment and anticipated flow conditions, preparation of the dewatering plan, CT DEEP and local WPCA permitting, and continued assistance with system upgrades depending on changing field conditions. Field activities include the sampling of system influent and effluent, and field oversight for system installation and maintenance.

Light Metals Coloring, Southington CT, 8/2016

Managed the Emergency Response release of a hexavalent chromium release to soil, storm water system and the Quinnipiac River. Was the Coordinator with CTDEEP, Coast Guard, EPA, Town Officials, Emergency Response company and facility on this high-profile response. Over saw and managed the sampling of soil, storm water runoff, the river, and groundwater from existing wells. Over saw the removal of a portion of Town road and soil, as well as a portion of the storm water piping. Oversaw the cleaning of additional portion of the storm water system and the excavation of the area of outfall into the Quinnipiac River.

Confidential Site, Cheshire CT, 2013-2016

Develop, update, and maintain compliance documentation for required regulatory programs related to the facilities infrastructure associated with cold storage distribution centers including RMP, PSM, Storm water, SPCC, Emergency Response, RICE NESHAP plan and monitoring, Tier II, RCRA, HACC, FSMA, and Food Safety. Coordinate Level A drills with local fire department and emergency response teams.

Permitting/Reporting Management, Clean Harbors, Bristol CT, 2007-2013

Regulatory inspections for RCRA part B facility. Manage any and all spills/releases from a compliance perspective. Ensure appropriate notices were made to regulatory agencies, and track information to assist in the calculations of releases for purpose of TRI reporting. Ensure the facility complied with applicable regulatory approvals/permits and local, state, and federal regulations and laws. Ensure TTT operations in compliance with TTT permit. Security Plan Prevent unknowing or unwanted access into the facility. Contingency Plan updates. Renewal of RCRA, TSCA, WWT, Air, and local permits as required, ensure manifest were correct prior to waste leaving or coming into the site. Monitor POTW discharge permits in regard to sampling, analysis, and reporting requirements: completed and submitted discharge monitoring reports to regulatory agency. Benzene NESHAP reports, SARA Title III, Tier II, PCB Annual Log and reports, Biennial reports. Coordinate emergency preparedness plans with outside fire and emergency service provider.

Annmarie Drugonis Professional Resume'

EVP and Senior Project Manager

Behring/Siemens Diagnostics, 2004-2007

Safety resource to the site in support of corporate, site and consensus policies, standards, and guidelines as well as applicable regulations. Coordinate emergency preparedness plans with outside fire and emergency service provider. Develop and administer environmental, health and safety training programs i.e., new employee orientation, JHA's, Incident Investigations, general safety, hazardous waste handling, radiation safety, hazard communication. Coordinate site safety practices with outside contractors.

Engineered Sintered Components, Troutman NC, 2003-2004

Ensure compliance with NCDENR Air permit, ISO 14001, 5S, OSHA wastewater treatment, as well as worker's compensation. Wrote all safety and environmental procedures (i.e., Lockout/Tagout, HazComm,), reduction of electrical use by 5% and introduced a recycling and water conservation program.

Compliance Manager, Radici Spandex Corporation, Gastonia NC, 2001-2003

Managed all environmental health and safety aspects of the company to ensure they maintain compliance with all NCDENR, OSHA and Title V Regulations, Wastewater requirements with State, Local and Federal Authorities. Over saw running of biological wastewater treatment facility. Conducted training, BBP RMP and PSM plans.

Chemical Wastewater Management, The Hathaway Company, 1993-2001

Managed the running of the chemical wastewater treatment facility and ensured compliance with all environmental, health and safety regulations. Accountable for the procedures related to the storage and shipping of hazardous and non-hazardous waste, responsible for accuracy of all waste manifest and land bans for material leaving the site, developing, and implementing employee training programs; HazComm, PPE, Ergonomics, Respiratory protection, emergency fire drills. Managed all Environmental Health and Safety aspects of two facilities (manufacturing and plating house).



D. Conflict of Interest

Facility Support Services, LLC does not have any business, financial, or personal matters with the City of Waterbury Board of Education that could be construed as a conflict of interest.

3. Statement of Qualifications and Work Plan

A. Qualifications

FSS is an Environmental and Health/Safety Consulting Firm managed by experienced industry professionals who bring direct insight and focus to all projects. Our staff's proficiencies in environmental, hazardous building materials management and occupational health and safety compliance enable us to approach each project with each aspect of compliance in mind. For over fifteen years FSS has worked with various Connecticut School districts provide AHERA and Hazardous Building Materials Inspection services, bulk sampling events, pre and post abatement monitoring, plan specification preparations and alternate work practice preparations.

Asbestos, lead, and mold contamination are not things to take lightly. There are serious health risks involved if inhaled. That is why we offer immediate response services as needed. FSS has experienced staff that has performed asbestos, lead and mold inspections, design specifications, and management plans. FSS has also provided assistance in inspection services for testing to K-12 schools, housing authorities and municipalities as well as privately held properties. All services are performed in accordance with the Department of Energy and Environmental Protection (DEEP), State of Connecticut Department of Public Health Standards, and State and Local Regulations, National Emission Standards for Hazardous Air Pollutants (NESHAP) and Asbestos Hazard Emergency Response Act (AHERA) Regulations, among others.

FSS has been awarded this On-Call Environmental Services and AHERA Inspections bid beginning in 2013 to present day. FSS has dedicated Michael DiFabio as the Hazardous Building Materials Manager and lead Sr. Project Manager for the City of Waterbury Board of Education. Mr. DiFabio has been working directly with Waterbury Schools AHERA and On-Call Environmental Services Scope for the past 9 years. Our familiarity and history of the Waterbury Schools allows the community and the Board of Education the security in knowing the schools are up to date on the AHERA requirements and any additional inspection services will be completed within the Federal and State requirements, the allotted timeframe and within the budget provided.

B. Work Plan

Prior to performing thorough inspections of each school, all historic information (inspections from prior years) is carefully reviewed, and past sampling/inspection results are considered during each school inspection. The Licensed Asbestos Project Designer/Mngt Planner will then schedule the inspections accordingly. FSS works closely with facility and maintenance directors for property access and also review in advance any areas they may have concerns with to determine the best course of action with regards to sample collection. Mr. DiFabio has a great repour with the Board and will work closely as a team to coordinate scheduling of inspections and samples collections, budgetary restrains and reporting timelines. After inspections are completed and sampling results are received a complete report will be prepared, reviewed, and submitted as required.



C. Services Expected of the City

FSS will need to work in conjunction with the Board of Education, Directors and Maintenance Departments for property access, budgetary allowances, project timeline development and executions.

4. Cost Schedule

FSS has provided the all-inclusive Cost Schedule in a separate envelope marked "Confidential: Price Proposal" as Attachment E: The Price Proposal of the Original Request for Proposal Response.

5. 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? No/Non-Applicable
- b) Have you ever defaulted on a contract? If so where and why? No/Non-Applicable
- c) Are there any pending litigations which could affect your organization's ability to perform this agreement? If so, please describe. No/Non-Applicable
- d) Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. No/Non-Applicable
- e) Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. No/Non-Applicable
- f) 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/Non-Applicable

6. Exceptions and Alternatives

FSS does not foresee the need for any Exceptions and/or Alternatives to the requirements as outlined in this RFP.

7. Additional Data

As mentioned in our Statements of Qualifications within this RFP, FSS has provided this scope of services to the City of Waterbury Board of Education for the past 9 years. We feel that our professionalism, attention to details, time management skills and cost efficiency is the best option for Waterbury Schools. FSS has provided names and telephone numbers for references in Section 2.B. Summary of Relevant Experience.



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

ATTACHMENT A CONTRACT COMPLIANCE DOCUMENTS

| | |
|-----------------|--|
| Attachment A-1: | Annual Statement of Financial Interests |
| Attachment A-2: | Financial Interest Disclosure |
| Attachment A-3: | Certification Regarding Debarment, Suspension, Ineligibility and Exclusion |
| Attachment A-4: | Disclosure and Certification Affidavit Regarding Outstanding Obligations |
| Attachment A-5: | Limited Liability Company Resolution (Submission Upon Contract Award) |

**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

☐

Professional Services Agreement ITB #6289 City of Waterbury & Facility Support Services, LLC

(Service or Commodity Covered by Contract)

On-Call Environmental Services and AHERA Inspections
3-Year Term July 2019-June 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
BOARD OF EDUCATION**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

2 - 6-month AHERA Inspections & On-Call Environmental Services PO# 194532

(Service or Commodity Covered by Purchase Order)

11/08/2021

(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
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.

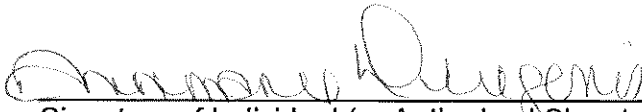
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

Facility Support Services, LLC

(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

3-23-2022

Date

Annmarie Drugonis, EVP

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

As Part of the RFP Response

**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.

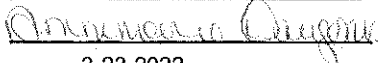
Full Legal Name and address of Recipient, Vendor, or Contractor:

Facility Support Services, LLC
121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492

Print Name and Title of Authorized Representative:

Annamarie Drugonis, EVP

Signature of Authorized Representative:



Date: 3-23-2022

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

Annmarie Drugonis, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Executive Vice President** of Facility Support Services, LLC (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 Martin McCarthy | Owner | None | | 6/12/1971 |
| 2 Annmarie Drugonis | EVP | None | | 6/17/1969 |
| 3 Michael DiFabio | Field Services Mngt | None | | 12/31/1999 |
| 4 Michele Viarengo | Office Mngt | None | | 5/29/1974 |

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 Martin McCarthy | Owner | None | | 6/12/1971 |
| 2 Annmarie Drugonis | EVP | None | | 6/17/1969 |
| 3 Michael DiFabio | Field Services Mngt | None | | 12/31/1999 |
| 4 Michele Viarengo | Office Mngt | None | | 5/27/1974 |

(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 | None | |
| 3 | None | |
| 4 | None | |

(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 None | | | |
| 2 None | | | |
| 3 None | | | |
| 4 None | | | |

(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 None | | | | |
| 3 None | | | | |
| 4 None | | | | |

(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 None | | |
| 3 None | | |
| 4 None | | |

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

Facility Support Services, LLC

Name of Partnership/Business

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: Annmarie Drugonis
Name of General Partner/ Sole Proprietor
121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Address of Business

State of Connecticut)
) SS
County of New Haven)

Annmarie Drugonis being duly sworn,
Deposes and says that he/she is EVP of Facility Support Services, LLC and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 23 day of March, 2011.

My Commission Expires: November 30, 2025

Michele Viarengo
Michele Viarengo (Notary Public)
MICHELE VIARENGO
NOTARY PUBLIC
My Commission Expires Nov. 30, 2025

For Corporation

Witness _____

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

ATTACHMENT B
City of Waterbury Contract Form



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

Attachment B: City of Waterbury Contract Form

Note: FSS has carefully reviewed the example contract provided within the RFP and agrees with all City of Waterbury Terms and Conditions. FSS will comply and execute the contract as required upon notice of award.



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

ATTACHMENT C
Non-collusion and Acknowledgement Affidavit of Proposer

**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**

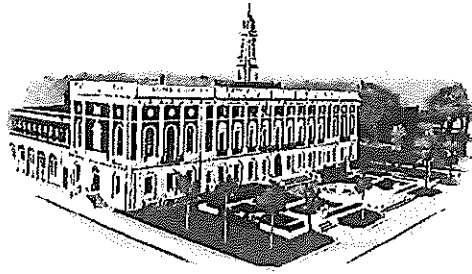
The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal ("RFP"); that Proposer has 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 Addendum #1 3/22/22 4 _____
2 _____ 5 _____
3 _____ 6 _____

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 22, 2022

Bid: 7181

Project: On-Call Environmental Services and AHERA Inspection

The following question was received about this project.

Question: Can you provide summary of proposed costs (bids) for previous On-Call/AHERA contract with the City of Waterbury?

Answer: See attached.

Thanks

Kevin McCaffery

Director of Purchasing – City of Waterbury

BID 6289 RESULTS FOR ON CALL ENVIRONMENTAL SERVICES & AHERA INSPECTIONS

| TRC | EAGLE | FACILITY SUPPORT SERVICES |
|----------------------------|-----------|---------------------------|
| YEAR 1 | | |
| YEAR 2 | | |
| YEAR 3 | | |
| 3 YEAR AHERA RE-INSPECTION | | |
| GRAND TOTAL | | |
| \$ | 7,482.00 | \$ 11,500.00 |
| \$ | 7,482.00 | \$ 5,850.00 |
| \$ | 7,482.00 | \$ 11,000.00 |
| \$ | 18,194.00 | \$ 15,500.00 |
| \$ | 40,640.00 | \$ 43,850.00 |
| | | \$ 16,425.00 |

**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.

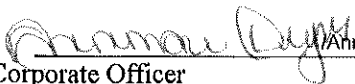
47-4651821

Social Security Number
Name

or Federal Identification Number

Facility Support Services, LLC

Signature of Individual or Corporate


Corporate Officer
(if applicable)

Annmarie Drugonis, EVP

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name: Facility Support Services, LLC

By: Annmarie Drugonis, EVP and/or Michele Viarengo, Office Manager

(Title) 121 North Plains Industrial Rd., Unit F

Business Address: Wallingford, CT 06492

(City, State, Zip Code)

Phone: (203) 288-1281

Date: March 23, 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



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

ATTACHMENT D
Insurance Requirements and Certificate of Insurance

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

Contractors Pollution Liability Insurance:
 \$1,000,000 each Occurrence/Claim
 \$1,000,000 Aggregate Coverage
There will be no exclusion for Hazardous materials, including Asbestos and Lead

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/15/2022

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 | The Milford Insurance Agency, Inc. 53 Cherry St. P.O. Box 249 Milford, CT 06460 | CONTACT NAME: | Robert Ehorn | | | |
| | | PHONE (A/C, No, Ext): | 203-877-1271 | FAX (A/C, No): | 203-878-6116 | |
| | | E-MAIL ADDRESS: | milfordins@yahoo.com | | | |
| | | INSURER(S) AFFORDING COVERAGE | | | NAIC # | |
| INSURED | Facility Support Services LLC 121 North Plains Industrial Road Unit F Wallingford, CT 06492 | INSURER A: | | | Main Street America | 29939 |
| | | INSURER B: | | | NGM Ins Co | 14788 |
| | | INSURER C: | | | Crum & Forster Specialty Ins Co. | 44520 |
| | | 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | BPT1660D | 01/11/2022 | 01/11/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <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 | B1T1660D | 01/11/2022 | 01/11/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <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 | | | BPT1660D | 01/11/2022 | 01/11/2023 | HIRED/NONOWNED \$ 2,000,000 |
| B | <input type="checkbox"/> CUT1660D | | | CUT1660D | 01/11/2022 | 01/11/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> 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 | N/A | WCT1660D | 01/11/2022 | 01/11/2023 | <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 |
| D | <input type="checkbox"/> ERRORS & OMISSIONS | | | PKC-112645 | 02/08/2022 | 02/08/2023 | LIAB. COV \$ 1,000,000 |
| D | <input type="checkbox"/> POLLUTION LIABILITY | | | PKC-112645 | 02/08/2022 | 02/08/2023 | POLL. LIAB \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ENVIRONMENTAL & SAFETY CONSULTING SERVICES

CERTIFICATE HOLDER IS ALSO AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS ACCORDING TO A WRITTEN CONTRACT WITH THE INSURED AND SUBJECT TO THE TERMS, CONDITIONS AND LANGUAGE OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| CITY OF WATERBURY BOARD OF EDUCATION 236 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: |

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121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

ATTACHMENT E PRICE PROPOSAL



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
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ATTACHMENT F
CONTRACTOR QUALIFICATIONS STATEMENT

**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: Annmarie Drugonis, EVP

BUSINESS NAME: Facility Support Services, LLC () Corporation

() Partnership

OFFICE ADDRESS: 121 North Plains Industrial Rd., Unit F (X) Individual

Wallingford, CT 06492 () Joint Venture

(X) LLC

Other _____

PRINCIPAL OFFICE: Facility Support Services, LLC c/o Michele Viarengo, Office Manager

BUSINESS TELEPHONE NUMBER: 203-288-1281

BUSINESS FAX NUMBER: n/a

BUSINESS EMAIL ADDRESS: mviarengo@fssteam.com or mdifabio@fssteam.com

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

26 Years

2. How many years has your organization been in business under its present business name?

26 Years

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: November 1996

State of Incorporation: Connecticut

President/Member: Martin McCarthy

Vice Presidents/Members: Annmarie Drugonis

Secretary/Member: Michele Viarengo, Office Manager

Treasurer/Member: _____

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: November 1996

State of Operation: Connecticut

Officers and Titles:

Owner : Martin McCarthy

EVP: Annmarie Drugonis

Secretary: Michele Viarengo

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:

Town of Ridgefield Public Schools Well Sampling and Septic System Inspections \$13,400.00/Year July 2021-June 2022

Town of East Haven Board of Education 2022 AHERA 3-Year Re-Inspections & Mngt Plan Updates \$3,800.00 9 School Buildings

Town of Orange Board of Education AHERA 3-Year Re-Inspection & Mngt Plan Update \$5,062.00 4 School Buildings

City of Bridgeport Board of Education AHERA 3-Year Re-Inspection & Mngt Plan Update \$15,890.00 18 School Buildings

Orange inspections and plans were completed in September of 2021 Bridgeport Inspections and Plans were completed in April 2021

Ridgefield Sampling and Inspections are completed on a Monthly and Quarterly basis and completed on the last day of each month

East Haven AHERA inspections and Mngt Plan updates is scheduled for August 2022

FSS completes all projects within the established timelines which do not conflict with the
City of Waterbury Board of Education's sampling and inspection schedule.

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/Non-Applicable

If YES, please explain circumstance(s):

**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.

Various Sampling Media

Air Sampling Pumps, accessories and Calibrators

Whirl-Pack Sampling Bags

Respirators and respirator cartridges

Job Site Specific Personal Protective Equipment

Hand and Power Tools and generator

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

Field Services Manager Michael DiFabio (203) 645-8888
(Title) (Name / Telephone Number)

Office Manager Michele Viarengo (203) 627-9602
(Title) (Name / Telephone Number)

(Title) (Name / Telephone Number)

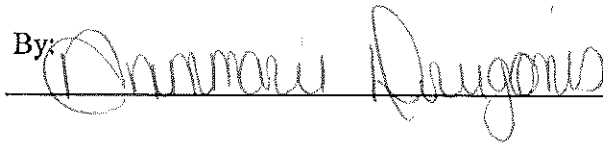
**CITY OF WATERBURY
BOARD OF EDUCATION**

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at _____ this 23rd day of March, 20 22

Name of Contractor: Facility Support Services, LLC

By:



Annmarie Drugonis

(Print and sign name of duly authorized principal)

Title: Executive Vice President (EVP)

END OF ATTACHMENT F



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
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www.FSSteam.com

ATTACHMENT G
Scope of Services – General Description

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7181
ATTACHMENT G
Scope of Services
GENERAL DESCRIPTION**

Technical Specifications

The School Inspector's Office of the Waterbury Board of Education is seeking to perform SIX (6) MONTH and (1) Three year, AHERA Inspections for Waterbury Schools, as listed below.

SCOPE OF SERVICE:

Conduct six month AHERA asbestos re-inspections twice a year for Waterbury Public Schools every 6 months after the initial re-inspection during the three-year term of the contract.

Conduct (1) three year AHERA complete inspection in January 2025 (Last AHERA inspection was done on January 2022).

Under § 763.85(b) of the AHERA Rule,

- Visually re-inspect and reassess the condition of all friable known or assumed ACBM.
- Visually inspect material that was previously considered non-friable and touch the material to determine whether it has become friable since the last inspection or re-inspection.
- Identify any homogeneous areas in which material has become friable since the last inspection or re-inspection.
- Perform a physical assessment in each school, in accordance with § 763.88 of the AHERA Rule, of the condition of the newly friable material in areas where newly friable materials in areas assumed to be ACBM.
- Reassess the condition of friable known or assumed ACBM previously identified.
- Record and submit the following information for inclusion in the management plan to the LEA designated person within 30 days of the re-inspection: (Provide two sets of three holed punched reports). Install reports in school binders. Review binders to ensure compliance during each inspection.
Reports should include as a minimum;
 - Date of the re-inspection
 - Name and signature of the person conducting the re-inspection
 - State accreditation number, and
 - Training provider name for any person conducting the re-inspection (copy of certificate is ideal) Exact locations where samples were collected during the re-inspection if any.
 - Description of the manner used to determine sampling locations

For each item above, services will include all appropriate and necessary discussions, communications, etc. with the State.

At no additional charge, City may request laboratory test results for all samples.

**CITY OF WATERBURY
BOARD OF EDUCATION**

LIST OF SCHOOLS

| | Name | Address | City | State | Postal Code |
|----|----------------------------------|------------------------|-----------|-------|-------------|
| 1 | Barnard School (Adult Education) | 11 Draher Street | Waterbury | CT | 06708 |
| 2 | Bucks Hill | 330 Bucks Hill Road | Waterbury | CT | 06704 |
| 3 | Bunker Hill | 170 Bunker Hill Ave | Waterbury | CT | 06708 |
| 4 | Chase | 40 Woodtick Road | Waterbury | CT | 06705 |
| 5 | Crosby High School | 300 Pierpont Rd | Waterbury | CT | 06705 |
| 6 | Driggs | 77 Woodlawn Terrace | Waterbury | CT | 06704 |
| 7 | Generali | 3196 East Main Street | Waterbury | CT | 06705 |
| 8 | Hopeville | 2 Cypress Street | Waterbury | CT | 06706 |
| 9 | International School | 116 Beecher Street | Waterbury | CT | 06705 |
| 10 | Kennedy High School | 422 Highland Avenue | Waterbury | CT | 06708 |
| 11 | Kingsbury | 220 Columbia Blvd | Waterbury | CT | 06710 |
| 12 | North End Middle School | 534 Bucks Hill Road | Waterbury | CT | 06704 |
| 13 | Regan | 2780 North Main Street | Waterbury | CT | 06704 |
| 14 | Sprague | 1443 Thomaston Avenue | Waterbury | CT | 06704 |
| 15 | State Street | 30 Church Street | Waterbury | CT | 06702 |
| 16 | Tinker | 809 Highland Avenue | Waterbury | CT | 06708 |
| 17 | Wallace Middle School | 3465 East Main Street | Waterbury | CT | 06705 |
| 18 | Walsh | 55 Dikeman Street | Waterbury | CT | 06704 |
| 19 | Washington | 685 Baldwin Street | Waterbury | CT | 06706 |
| 20 | West Side Middle School | 483 Chase Parkway | Waterbury | CT | 06708 |
| 21 | Wilby High School | 568 Bucks Hill Rd | Waterbury | CT | 06704 |
| 22 | Woodrow Wilson | 235 Birch Street | Waterbury | CT | 06704 |

END OF ATTACHMENT G



121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.FSSteam.com

ATTACHMENT E
PRICE PROPOSAL

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #7181
ATTACHMENT E
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: March 23, 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,

Facility Support Services, LLC
(Print or Type Company/Corporate Name)

121 North Plains Industrial Rd., Unit F, Wallingford, CT 06492
(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**

| YEAR | BID AMOUNT (IN WORDS) | BID AMOUNT (\$) |
|---|---------------------------------------|------------------------|
| YEAR 1 (NTP-June 2023) | \$ Four Thousand Seven Hundred Fifty | \$ 4,780.00 |
| YEAR 2 (July 2023-June 2024) | \$ Four Thousand Seven Hundred Fifty | \$ 4,780.00 |
| YEAR 3 (July 2024-June 2025) | \$ Four Thousand Seven Hundred Fifty | \$ 4,780.00 |
| Three year AHERA re-inspection for each school listed below | \$ Six Thousand Two Hundred Eighty | \$ 6,280.00 |
| TOTAL BID PRICE | \$Twenty Thousand Five Hundred Thirty | \$ 20,530.00 |

| SERVICE | HOURLY RATE | OVERTIME |
|--|--------------------|-----------------|
| Certified Industrial Hygienist (CIH) | \$135.00 | \$135.00 |
| Project Monitor/Inspector Management Planner | \$86.25 | \$129.38 |
| Asbestos Project Designer | \$86.25 | \$129.38 |
| Lead Inspector/Risk assessor | \$86.25 | \$129.38 |

**CITY OF WATERBURY
BOARD OF EDUCATION**

| | |
|---|--|
| LABORATORY & EQUIPMENT | |
| Polarized Light Microscopy (PLM) Bulk | 1-day TAT: \$ <u>11.50</u> 5-day TAT: \$ <u>9.20</u> |
| Transmission Electron Microscopy (TEM) Bulk | 1-day TAT: \$ <u>71.30</u> 5-day TAT: \$ <u>42.26</u> |
| Phase Contrast Microscopy (PCM) Air | 3-hour TAT: \$ <u>21.80</u> 24-hour TAT: \$ <u>8.40</u> |
| Transmission Electron Microscopy (TEM) Air | 6-hour TAT: \$ <u>104.65</u> 24-hour TAT: \$ <u>80.50</u> |
| Lead/Chip/Wipe Analysis | 1-day TAT: \$ <u>12.31</u> 5-day TAT: \$ <u>10.35</u> |
| Lead TCLP Analysis (5-day TAT) Non-viable Mold Analysis See Lead TCLP 5-Day TAT under Other | 1-day TAT: \$ <u>69.00 (Mold)</u> 3-day TAT: \$ <u>55.49 (Mold)</u> |
| Poly-chlorinated Biphenyls (PCBs) by Soxhlet (Bulk) | 3-day TAT: \$ <u>140.70</u> 5-day TAT: \$ <u>93.00</u> |
| Poly-chlorinated Biphenyls (PCBs) with Homologs (Air) (3-day TAT) | \$ <u>301.25</u> |
| Others (Please Specify) Lead TCLP Analysis (5-Day TAT) | \$ <u>102.35</u> |

END OF ATTACHMENT E

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #7181
ATTACHMENT E
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: March 23, 2022 Revised April 1, 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,

Facility Support Services, LLC
(Print or Type Company/Corporate Name)

121 North Plains Industrial Rd., Unit F, Wallingford, CT 06492
(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**

| YEAR | BID AMOUNT (IN WORDS) | BID AMOUNT (\$) |
|---|---------------------------------------|------------------------|
| YEAR 1 (NTP-June 2023) | \$ Four Thousand Five Hundred Sixty | \$ 4,560.00 |
| YEAR 2 (July 2023-June 2024) | \$ Four Thousand Five Hundred Sixty | \$ 4,560.00 |
| YEAR 3 (July 2024-June 2025) | \$ Four Thousand Five Hundred Sixty | \$ 4,560.00 |
| Three year AHERA re-inspection for each school listed below | \$ Six Thousand Thirty | \$ 6,030.00 |
| TOTAL BID PRICE | \$Nineteen Thousand Seven Hundred Ten | \$ 19,710.00 |

| SERVICE | HOURLY RATE | OVERTIME |
|---|--------------------|-----------------|
| Certified Industrial Hygienist (CIH) | \$135.00 | \$135.00 |
| Project Monitor/Inspector Management Planner | \$81.94 | \$122.91 |
| Asbestos Project Designer | \$81.94 | \$122.91 |
| Lead Inspector/Risk assessor | \$81.94 | \$122.91 |

**CITY OF WATERBURY
BOARD OF EDUCATION**

| | |
|--|--|
| LABORATORY & EQUIPMENT | |
| Polarized Light Microscopy (PLM) Bulk | 1-day TAT: \$ <u>11.50</u> 5-day TAT: \$ <u>9.20</u> |
| Transmission Electron Microscopy (TEM) Bulk | 1-day TAT: \$ <u>71.30</u> 5-day TAT: \$ <u>42.26</u> |
| Phase Contrast Microscopy (PCM) Air | 3-hour TAT: \$ <u>21.80</u> 24-hour TAT: \$ <u>8.40</u> |
| Transmission Electron Microscopy (TEM) Air | 6-hour TAT: \$ <u>104.65</u> 24-hour TAT: \$ <u>80.50</u> |
| Lead/Chip/Wipe Analysis | 1-day TAT: \$ <u>12.31</u> 5-day TAT: \$ <u>10.35</u> |
| Lead TCLP Analysis (5-day TAT) Non-viable Mold Analysis See Lead TCLP 5-Day TAT under Other | 1-day TAT: \$ <u>69.00 (Mold)</u> 3-day TAT: \$ <u>55.49 (Mold)</u> |
| Poly-chlorinated Biphenyls (PCBs) by Soxhlet (Bulk) | 3-day TAT: \$ <u>140.70</u> 5-day TAT: \$ <u>93.00</u> |
| Poly-chlorinated Biphenyls (PCBs) with Homologs (Air) (3-day TAT) | \$ <u>301.25</u> |
| Others (Please Specify) Lead TCLP Analysis (5-Day TAT) | \$ <u>102.35</u> |

END OF ATTACHMENT E

**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

☐

Professional Services Agreement ITB #6289 City of Waterbury & Facility Support Services, LLC
(Service or Commodity Covered by Contract)

On-Call Environmental Services and AHERA Inspections
3-Year Term July 2019-June 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
BOARD OF EDUCATION**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

2 - 6-month AHERA Inspections & On-Call Environmental Services PO# 194532

(Service or Commodity Covered by Purchase Order)

11/08/2021

(Date of Purchase Order)

and the city of waterbury shall not be liable for any damages, including reasonable attorneys' fees, incurred by the city of waterbury as a result of the city of waterbury's reliance on the information provided by the vendor.

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

and the city of waterbury shall not be liable for any damages, including reasonable attorneys' fees, incurred by the city of waterbury as a result of the city of waterbury's reliance on the information provided by the vendor.

(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.

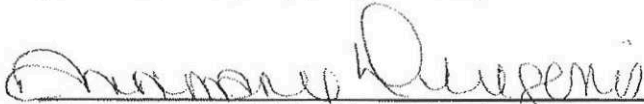
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

Facility Support Services, LLC

(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

3-23-2022

Date

Annmarie Drugonis, EVP

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered
As Part of the RFP Response

☒

**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 6 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.

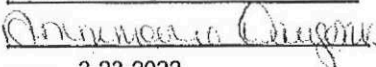
Full Legal Name and address of Recipient, Vendor, or Contractor:

Facility Support Services, LLC
121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492

Print Name and Title of Authorized Representative:

Annmarie Drugonis, EVP

Signature of Authorized Representative:



Date: 3-23-2022

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

Annmarie Drugonis, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or Executive Vice President of Facility Support Services, LLC (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 Martin McCarthy | Owner | None | | 6/12/1971 |
| 2 Annmarie Drugonis | EVP | None | | 6/17/1969 |
| 3 Michael DiFabio | Field Services Mngt | None | | 12/31/1999 |
| 4 Michele Viarengo | Office Mngt | None | | 5/29/1974 |

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 Martin McCarthy | Owner | None | | 6/12/1971 |
| 2 Annmarie Drugonis | EVP | None | | 6/17/1969 |
| 3 Michael Difabio | Field Services Mngt | None | | 12/31/1999 |
| 4 Michele Viarengo | Office Mngt | None | | 5/27/1974 |

(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 | None | |
| 3 | None | |
| 4 | None | |

(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 None | | | |
| 2 None | | | |
| 3 None | | | |
| 4 None | | | |

(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 None | | | | |
| 3 None | | | | |
| 4 None | | | | |

(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 None | | |
| 3 None | | |
| 4 None | | |

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

Facility Support Services, LLC

Name of Partnership/Business

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: Annmarie Drugonis
Name of General Partner/ Sole Proprietor
121 North Plains Industrial Rd., Unit F
Wallingford, CT 06492
Address of Business

State of Connecticut)
) SS
County of New Haven)

Annmarie Drugonis being duly sworn,
Deposes and says that he/she is EVP of Facility Support Services, LLC and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 23 day of March, 2011.

Michele Viarengo
Michele Viarengo (Notary Public)
My Commission Expires: November 30, 2025

MICHELE VIARENGO
NOTARY PUBLIC
My Commission Expires Nov. 30, 2025

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2022

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 The Milford Insurance Agency, Inc. 53 Cherry St. P.O. Box 249 Milford, CT 06460 | CONTACT NAME: Robert Ehorn | | |
| | PHONE (A/C, No, Ext): 203-877-1271 FAX (A/C, No): 203-878-6116 E-MAIL ADDRESS: milfordins@yahoo.com | | |
| INSURED Facility Support Services LLC 121 North Plains Industrial Road Unit F Wallingford, CT 06492 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Main Street America | | 29939 |
| | INSURER B: NGM Ins Co | | 14788 |
| | INSURER C: Crum & Forster Specialty Ins Co. | | 44520 |
| | 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | BPT1660D | 01/11/2022 | 01/11/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | B1T1660D BPT1660D | 01/11/2022 01/11/2022 | 01/11/2023 01/11/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED/NONOWNED \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | CUT1660D | 01/11/2022 | 01/11/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | 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/A | WCT1660D | 01/11/2022 | 01/11/2023 | <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 |
| C | ERRORS & OMISSIONS | | | PKC-112645 | 02/08/2022 | 02/08/2023 | LIAB. COV \$ 1,000,000 |
| C | POLLUTION LIABILITY | | | PKC-112645 | 02/08/2022 | 02/08/2023 | POLL. LIAB \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ENVIRONMENTAL & SAFETY CONSULTING SERVICES

CERTIFICATE HOLDER IS ALSO AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS ACCORDING TO A WRITTEN CONTRACT WITH THE INSURED AND SUBJECT TO THE TERMS, CONDITIONS AND LANGUAGE OF THE POLICY, WAIVER OF SUBROGATION APPLIES EXCEPT PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

CITY OF WATERBURY BOARD OF EDUCATION
236 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

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THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 4/13/2022

To: Jerry Gay- Contract Manger
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**.

Facility Support Services, LLC
Martin McCarthy
Annmarie Drugonis
121 North Plains Industrial Rd. Unit F
Wallingford, CT 06492

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

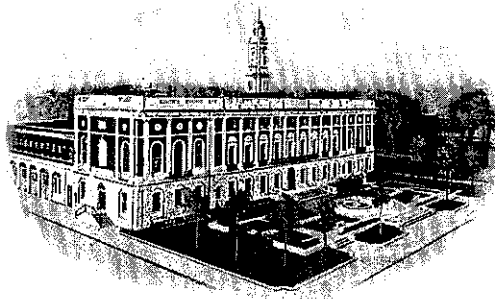
Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

MICHAEL LEBLANC
DIRECTOR OF FINANCE



PHONE: (203) 574-6840

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Certification of Funds

Education Department Contract between the City of Waterbury and Facility Support Services LLC (Cert 22-079)

This letter is to certify that, regarding the above referenced, proposed contract or purchase order, pursuant to City of Waterbury Ordinance 38.004(A)(1)(c), sufficient funds have been proposed in the Education Budget of the General Fund for the 2022-2023 fiscal year and will be proposed for the 2023-2024 and 2024-2025 fiscal years in an aggregate amount not to exceed \$29,710.00. The contract provides for a termination for non-appropriation.

Accounting Unit: 88031006

Account: 543011

Amount Year 1 (07/01/22- 06/30/23): \$4,560.00

Amount Year 2 (07/01/23-06/30/24): \$4,560.00

Amount Year 3 (07/01/24- 06/30/25): \$10,590.00

Contingency \$10,000.00

Total Amount: \$29,710.00

Description: On-call Environmental services

Source of Funds: General Fund

Signed: Michael LeBlanc
Michael LeBlanc, Finance Director

Date: 4-27-22
April 27, 2022

MEMORANDUM

Date: April 25, 2022

To: Waterbury Board of Education Commissioners
Waterbury Board of Aldermen Members *RM*

From: Rosh Maghfour, Interim Chief Operating Officer

Subject: Contract with SNE Building Systems for Building Management Systems
Upgrades and Ventilation Controllers Replacement

Waterbury Public Schools would like to contract with SNE Building Systems for a Temperature Control and Ventilation Project upgrade for an agreed upon price of \$765,999.00 at Gilmartin, Duggan, Enlightenment, Reed, Laural Hill (Wilby and North End) and Bergin Complexes (Crosby and Wallace), and Maloney and Rotella Magnet Schools.

The contract was initiated under a sole source proposal from SNE Building Systems dated January 19, 2022 for the installation of a new proprietary Direct Digital Control (DDC) system and DDC controllers that connect to the existing Building Management System (BMS) Graphics Platform serving the other City Schools.

The contract will enable the Waterbury Schools to replace all legacy Invensys controllers with new Schneider Controls and connect the New Controllers to the existing Tridium BMS Graphics Platform serving the other schools in the City. The new controllers shall provide correct temperature and ventilation control to classrooms and common areas as well as building infrastructure equipment (e.g. boilers, chillers, etc). This will create a more cost effective and efficient HVAC system and allow for state of the art management of the system by the School Inspector's Office in order to consistently maintain a safe, healthy and comfortable learning environment for students and staff.

The funding for this project is available through Elementary and Secondary Emergency Relief Fund (ESSER II). The warranty period is 365 days after the project final completion.

Please feel free to contact me should you have any questions. Thank you for your consideration.

Attachments for BOA (2): Disclosure and Tax Clearance

CONSTRUCTION CONTRACT
for
Building Management System Upgrades and Ventilation Controller
Replacement
between
City of Waterbury
and
SNE Building Systems, Inc.

THIS CONTRACT, 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 SNE Building Systems, Inc., a Connecticut corporation located at 29H Kripes Road, East Granby, Connecticut (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide and install building management system upgrades and ventilation controller replacement at various locations, including all required materials and software; 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 set forth in this Contract (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, supplies, transportation, and incidentals 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, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of and the Contractor shall provide and install building management system upgrades and ventilation controller replacement, including all required materials and software, at various locations including Maloney Magnet School, Rotella Magnet School, Gilmartin Elementary School, John Duggan Elementary School, Enlightenment School, Jonathan E. Reed Elementary School, Laurel Hills Complex and Bergin Complex, as detailed and described in the Bid Documents in **Attachment A** and which 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 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 SNE Building Systems, Inc. quote dated January 19, 2022 (attached hereto);
- 1.1.3 State of Connecticut Prevailing Wage Schedule, ID # 22-33108, and related information, consisting of _____ pages (attached hereto and as otherwise incorporated by reference).
- 1.1.4 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.5 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.6 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.9 All applicable permits and licenses (incorporated by reference).

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 All applicable Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Amendment(s) and Change Orders
- 1.2.3 This Contract
- 1.2.4 Sole Source Procurement documents (attached hereto)
- 1.2.5 SNE Building Systems, Inc. quote dated January 19, 2022 (attached hereto)

2. Representations Regarding Qualification and Accreditation. The Contractor represents that 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 Contractor's representations.

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 in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

3.1.2 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;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the

Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, 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 Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other sole source documents (collectively "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. 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 the 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 conContractor in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure,

provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's 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 Project site "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.

3.6. 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 in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or

required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract., and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. 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.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services 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.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within One hundred twenty **(120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion **no later than December 31, 2022** ("Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project 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 Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars and Zero Cents Dollars (\$500) per consecutive calendar day for each and every calendar day 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. 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.

5.2.1.2 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.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed Six Hundred Ninety-Six Thousand Three Hundred Sixty-Three Dollars (\$696,363.00) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "SNE Building Systems, Inc. quote dated January 19, 2022."

6.1.1 Contingencies. Subject to the approval of the City, the Contractor shall be entitled to an additional maximum contingency fee of Sixty-Nine Thousand Six Hundred Thirty-Six Dollars (\$69,636.00) for any unexpected or unforeseen costs incurred by the Contractor for the Project and which would not otherwise entitle Contractor to an adjustment of the Total Compensation under any other provision in this agreement.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage 10 percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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).

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 this Contract.

6.3.2 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 become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.4. Bid Costs. All costs of the Contractor in preparing its bid 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 agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services 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 City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 Submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the

Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. 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 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, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, 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 9 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.

9.3. 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, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. 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.

9.5. 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.

9.6. 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.

10. **Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. **Contractor's Insurance.**

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 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, 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 size category as shown in the most current A.M. Best Company ratings.

11.2. 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.

11.3. 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.

11.4. 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:

11.4.1 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.

11.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

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.

11.4.3 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

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate.

11.4.5 Builder's Risk Insurance: coverage equaling the cost of project materials and equipment to be installed, the monetary value of the construction component of the Project.

"All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including

all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

11.5. 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.

11.6. 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.

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City of Waterbury, its Board of Education and KBE Building Corporation as additional insureds and provide waiver of subrogation on all policies except Builder's Risk and Pollution 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. Prior to the execution of this Contract by the City, the Contractor 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, its Board of Education and KBE Building Corporation are listed as additional insureds on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor 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 City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.8. 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 and endorsements and riders.

12. 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; 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 made a part hereof.

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby 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.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act of 2021 ("ARPA")

and the Federal American Recovery and Reinvestment Act of 2009, the provisions of all acts hereby incorporated by reference and made a 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") and the American Rescue Plan Act of 2021 provides that Federal wage rate laws apply to all such funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. 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 the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction,

rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

12.4.3 The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

- i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. 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 employment, 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.

13.1. 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.

13.2. 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

13.3. Contractor Corrective Action.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i. “Administrator” shall be defined as it is in the Good Jobs Ordinance.
- ii. “Apprentice” shall be defined as it is in the Good Jobs Ordinance.
- iii. “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.
- iv. “Contractor” shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

- i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, 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 either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 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.

16.2. 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 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.

16.3. 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 and disbursement 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 to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal

and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 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.

16.3.2 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 seven (7) business 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.

16.3.3 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.

16.4. Rights Upon Termination.

16.4.1 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 products and deliverables delivered 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 which it 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 products 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 Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, 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 Project.

16.4.3 Assumption of Subcontracts. In the event of termination, 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.

16.4.4 Delivery of Documents. In the event of termination, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents 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).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

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

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. 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 services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its 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.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. 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.

20. 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. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies 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.

22. 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.

23. Entire Contract. 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, and must comply with the City's Charter and Code of Ordinances.

24. 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.

25. 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.

26. 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.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of

personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor 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, as follows: (i) the City's **Sole Source documents** and (ii) the Contractor's

quote dated January 19, 2022. Said historical documents are attached hereto as part of **Attachment A.**

28.1. 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.

28.2. 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.

29. 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.

30. Binding Contract. 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.

31. 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.

32. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

33. 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 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: SNE Building Systems, Inc.
29H Kripes Road
Box 575
East Granby, CT 06026

City: City of Waterbury
Chase Municipal Building
235 Grand Street

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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:

34.1. 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.

34.2. 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.

34.3. 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 Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. 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.

34.5. 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.

34.6. 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 34.6, 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 34.6 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.

34.7. 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 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. 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.

34.10 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.waterburyci.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"]].

34.11. 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.

34.12. 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.

34.13. 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 agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. 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.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract 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.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

- 35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.
- 35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

- 35.14 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15 Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17 Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19 Using Agency: School Inspector's Office, Department of Education

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

Mark D. Green
Carey Zutter

SNE BUILDING SYSTEMS, INC.

By: Byron C. Bailey
Its President

Date: 4/7/22

ATTACHMENT A

- 1.1.1** Sole Source Procurement documents (attached hereto);
- 1.1.2** SNE Building Systems, Inc. quote dated January 19, 2022 (attached hereto);
- 1.1.3** State of Connecticut Prevailing Wage Schedule, ID # 22-33108, and related information, consisting of _____ pages (attached hereto and as otherwise incorporated by reference).
- 1.1.4** Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.5** Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.6** Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.8** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.9** All applicable permits and licenses (incorporated by reference).

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.

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of SNE Building Systems, Inc. held on January 2, 2015 it was voted that Byron Bailey, President of this Company, be and he hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate Seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such officer under seal of the Company; shall be valid and binding upon this Company.

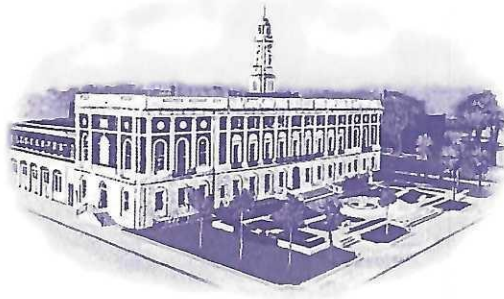
I hereby certify that I am the Clerk of the above named corporation and that Byron Bailey is the duly elected officer as above of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Date 4/7/22

RLG
Clerk



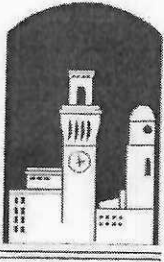
KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Mike Konopka, School Inspector
From: Kevin McCaffery, Director of Purchasing
Subject: Sole Source for SNE Building Systems
Date: February 2, 2022

After review of your letter, as well as the attached sole source letter from the Schneider Electric regarding SNE Building Systems, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (4).



WATERBURY
Public Schools

Today's Students, Tomorrow's Leaders

Mike Konopka
School Inspector

DATE: February 2, 2022
TO: Kevin McCaffery, Director of Purchasing
FROM: Mike Konopka, School Inspector
RE: **Proposed Contract with SNE Building Systems for BMS upgrades
campus wide**

The Waterbury Public Schools request a procurement waiver in order to contract with SNE Building Systems for BMS updates campus wide.

Front end equipment is already in place and it is an SNE equipment. JACE controllers are going back to SNE server which already in place and proprietary to SNE.

We only changing a % of the buildings not entirely every device in the field (Maloney is the biggest upgrade). All other properties have minor upgrades in comparison to Maloney but still must be SNE equipment capable.

Lastly, we already have a service contract with SNE Building Systems and they have been providing excellent service and troubleshooting when needed.

Please feel free to contact me if you have any questions.

Thank you for your consideration.

Mike Konopka 2/2/22



January 27, 2022

Attn: Mike Konopka
City of Waterbury
Public Schools
236 Grand St, 1st Flr
Waterbury, CT 06702

Re: Schneider Electric Authorized Partner

Dear Mike,

At the request of SNE Building Systems, I am writing to indicate that SNE, with offices at 29H Kripes Road, East Granby, CT is the only recognized and authorized partner of the Schneider Electric (formerly Invensys, Siebe or Barber Colman) Network 8000 controllers in the State of Connecticut.

Schneider Electric has independent distribution partners throughout the country that design, install, commission, program and service the building controls family of products branded Siebe, Invensys, Robertshaw, Barber Colman and Schneider Electric. As part of the partner's responsibility they are required to maintain a level of certification for their service and engineering staff to design and support a product line of this nature. As well, the certified partners are the only authorized suppliers that Schneider Electric will support, provide factory assistance, and as well provide technical support and service repair on the product lines. All Schneider Electric (Invensys) MNL, MNB and Network 8000 controller families, along with the programming and software tools required to commission and maintain these controllers can only be provided by a certified partner of Schneider Electric.

Schneider Electric is committed to the delivery of the highest quality support and services for our customers and SNE Building Systems is a long-term partner in that effort. If City of Waterbury needs further assistance, please feel free to contact Mr. Byron Bailey @ 860-653-5095.

Regards,
Paige Perilloux

Director of Sales,
Schneider Electric Buildings Division
Paige.Perilloux@se.com
813-947-8272

cc: Nelida Areias, Territory Sales Manager New England Schneider Electric



InsideIQ

January 19, 2022

Mike.Konopka@waterbury.k12.ct.us

Attn: Mike Konopka
City of Waterbury
School Business Office
236 Grand Street
Waterbury, CT 06702

**Re: Building Management System Upgrades and Ventilation Project
Waterbury Public Schools**

Dear Mike,

SNE Building Systems is pleased to provide to you a quoted price of **\$696,363.00 (Six hundred ninety-six thousand three hundred sixty-three dollars) (Bond Included)** for the following:

1. Replace all the existing Invensys TAC I/A series UNC-520 panels and legacy ASD DDC Controllers with new Schneider LON or BACnet Controls as shown on original construction project drawings (SNE may add or subtract controllers to fit its current product line.)
2. Includes Sensors and Controls for VAV Boxes, Roof Top Units, Air Handling Units, Exhaust Fans, Boiler/Chiller Plant and Pumps.
3. Connect the New Controllers to the existing Tridium N4 BMS Graphics Platform serving the other schools in the city.
4. Provide revised Software for Equipment Sequence of Operations and Ventilation Control Setpoint for Air Handling Units.
5. Provide As-Built Control Drawings. NOTE: Existing Invensys Valves and Actuators to remain. (SNE will provide pricing for replacement if found defective during check-out)
6. See **Page 2** for Scope of Work and Pricing break down.

PAGE 2 BMS Upgrade and Ventilation Project

SCOPE OF WORK

MALONEY

| | |
|-----------------------------|--------------|
| Head End Upgrade | \$ 26,290.00 |
| ASD Controller Replacement | 120,480.00 |
| Chiller/RTU Replacement Bid | 44,850.00 |
| Add Alt #1 Glycol Alarm Bid | 1,100.00 |

ROTELLA

| | |
|----------------------------|--------------|
| Head End Upgrade | \$ 35,008.00 |
| ASD Controller Replacement | 166,342.00 |

GILMARTIN

| | |
|------------------|--------------|
| Head End Upgrade | \$ 37,254.00 |
|------------------|--------------|

DUGGAN

| | |
|------------------|--------------|
| Head End Upgrade | \$ 29,196.00 |
|------------------|--------------|

ENLIGHTENMENT

| | |
|------------------|--------------|
| Head End Upgrade | \$ 24,440.00 |
|------------------|--------------|

REED

| | |
|------------------|--------------|
| Head End Upgrade | \$ 36,198.00 |
|------------------|--------------|

LAUREL HILLS COMPLEX

| | |
|----------------------------|--------------|
| ASD Controller Replacement | \$107,235.00 |
|----------------------------|--------------|

BERGIN COMPLEX

| | |
|----------------------------|---------------------|
| ASD Controller Replacement | <u>\$ 67,970.00</u> |
|----------------------------|---------------------|

TOTAL

\$696,363.00

Thank you for your time and consideration. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Robert P. Doerr
Senior Account Executive

RD/lde

Accepted By _____

Date _____

PO # _____

(Please sign, date and return to proceed with order)

****Price valid until 3/31/2022**

ATTACHMENT "C" – LIST OF COVERED EQUIPMENT

(1) N4 Enterprise Server Software (Web based HTML5 graphics with Jace 8000s)

LAUREL HILLS COMPLEX – (Wilby H.S./North End M.S.)

SNE JOB #'s 97528, 00095, 08549 and 08550

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | JACE 8000 | Schneider | N4 Network Controller |
| 7 | MNL-800 | Schneider | LON DDC Controllers |
| 41 | VAV Boxes | Schneider | LON DDC Controllers |
| 31 | MZII | Invensys | ASD Microzone II Controllers |
| 1 | PEM-1 | Invensys | ASD Packaged Equip Module |
| 34 | Temp/CO2 | Schneider | BACnet Room Controller |
| 13 | MNB1000 | Schneider | BACnet Plant Controller |

BERGIN COMPLEX – (Crosby H.S./Wallace M.S.)

SNE JOB #'s 97529, 99746 and 08549

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 5 | JACE 8000 | Schneider | N4 Network Controller |
| 19 | MZII | Invensys | ASD Microzone II Controllers |
| 1 | PEM-1 | Invensys | ASD Packaged Equip Module |
| 7 | MNL-800 | Schneider | LON DDC Controllers |
| 15 | VAV Boxes | Schneider | LON DDC Controllers |
| 244 | Temp/CO2 | Schneider | BACnet Room Controller |
| 29 | MNB1000 | Schneider | BACnet Plant Controller |
| 5 | MNB300 | Schneider | BACnet DDC Controller |

JFK HIGH SCHOOL

SNE JOB #'s 08591 and 11028

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|-----------------------|
| 2 | JACE 8000 | Schneider | N4 Network Controller |
| 28 | VRF Fan Coils | Mitsubishi | BACnet Controller |
| 30 | MNL-800 | Schneider | LON DDC Controller |
| 7 | VAV Boxes | Schneider | LON DDC Controllers |

ROTELLA ELEMENTARY SCHOOL - R2 JAVA Graphics

SNE JOB #99748

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 1 | UNC-520-2 | TAC/IA Series | Universal Network Controller |
| 23 | MZII | Invensys | ASD Microzone II Controllers |
| 82 | Microflo II | Invensys | ASD VAV Controller |

Attachment "C" List of Covered Equipment (continued)

MALONEY MAGNET SCHOOL (J/G Project) R2 JAVA Graphics

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 1 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 15 | MZII | Invensys | ASD Microzone II Controllers |
| 61 | Microflo II | Invensys | ASD VAV Controller |

GILMARTIN ELEMENTARY SCHOOL – R2 JAVA Graphics

SNE JOB# 09618

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 24 | MNL-800 | Schneider | LON DDC Controllers |
| 75 | VAV Boxes | Schneider | LON DDC Controllers |

DUGGAN ELEMENTARY SCHOOL – R2 JAVA Graphics

SNE JOB# 10636

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 16 | MNL-800 | Schneider | LON DDC Controllers |
| 46 | VAV Boxes | Schneider | LON DDC Controllers |

ENLIGHTENMENT SCHOOLS – R2 JAVA Graphics

SNE JOB# 10658

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 1 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 16 | MNL-800 | Schneider | LON DDC Controllers |
| 58 | VRF Fan Coils | Daikin | LON Controllers |

JONATHAN REED ELEMENTARY SCHOOL – R2 JAVA Graphics

SNE JOB# 11032

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 23 | MNB-1000/300 | Schneider | BACnet Plant Controllers |
| 71 | VAV Box | Schneider | BACnet DDC Controllers |

All DDC sensors and devices furnished and installed by SNE Building Systems, Inc. to control:

| | | |
|--------------------|------------------|-------------------|
| Boiler | Unit Ventilators | Reheat Coils |
| Pumps | Radiation | Make-Up Air Units |
| Air Handling Units | Roof Top Units | |
| Fan Coil Units | Chillers | |
| Exhaust Fans | VAV Boxes | |

ATTACHMENT "C" – LIST OF COVERED EQUIPMENT

(1) N4 Enterprise Server Software (Web based HTML5 graphics with Jace 8000s)

Carrington Elementary School

SNE JOB# 19027

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|-------------------------|
| 1 | JACE 8000 | Schneider | N4 Network Controller |
| 73 | LON Relays | KELE | LON DDC Controller |
| 85 | VAV Boxes | Schneider | LON VAV Controller |
| 8 | MNB1000 | Schneider | BACnet Plant Controller |
| 8 | MNB Exp | Schneider | BACnet Expansion Card |
| 3 | HW Boilers | Mgr. OEM | Modbus Interface |
| 1 | Submeter | Mgr. OEM | Modbus Interface |

Wendell Cross Elementary School

SNE JOB # 19018

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|---------------------|---------------------|-------------------------|
| 2 | JACE 8000 | Schneider | N4 Network Controller |
| 7 | MNB1000 | Schneider | BACnet Plant Controller |
| 16 | MNB Exp | Schneider | BACnet Expansion Card |
| 6 | MNB VAV | Schneider | BACnet VAV Controller |
| 25 | MNB300 | Schneider | BACnet 15pnt Controller |
| 15 | MNB70 | Schneider | BACnet 7pt Controller |
| Misc | HW Boilers/Chillers | Mgr. OEM | BACnet Interface |
| Misc | VFDs | Mgr. OEM | BACnet Interface |

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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

☐

Maintenance Service Agreement

(Service or Commodity Covered by Contract)

Runs from 8/1/19 ends 7/31/22

(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 2022_)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

**See attached quote and email authorization for our WO#107968 Carrington
ES Valve Replacement**

(Service or Commodity Covered by Purchase Order)

021622

(Date of Purchase Order)

**JFK HS Existing Pool Steam Heat Exchanger Control Valve & BMS Interface
see attached email quote and authorization**

(Service or Commodity Covered by Purchase Order)

Email Fjorela Cucllari PO191024 10/21/21 9:15AM

(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

☐

(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.

SNE BUILDING SYSTEMS, INC
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

3/21/22
Date

Byron C Bailey, President
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

EMAIL X

**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:

**SNE Building Systems, Inc
29H Kripes Road, PO Box575
East Granby, CT 06026**

Print Name and Title of Authorized Representative:

Byron C Bailey, President

Signature of Authorized Representative:



Date: March 21, 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.: East Granby

County of Hartford

Byron C Bailey, _____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President** of **SNE Building Systems, 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

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 R Lindsay Drisko | Secretary/Treasurer | | 75% |
| 2 Byron C Bailey | President | | 25% |
| 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

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 _____ 202 .

My Commission Expires: _____ (Notary Public)

Witness

29H Kripes Road, East Granby
Address of Business

Affix
Corporate
Seal

By: Byron C Bailey **Byron C Bailey**
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 **East Granby**

County of Hartford)

Byron C Bailey being duly sworn,

deposes and says that he/she is President of **SNE Building Systems, 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 21st day of March 2022.

My Commission Expires: 9/30/24


(Notary Public)



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 4/12/2022

To: Jerry Gay- Contract Manger
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.

SNE Building Systems, Inc.
R Lindsay Drisko
Byron Bailey
29H Kripes Road
East Granby, 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

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: SNE

Requesting Department: BOE

Department Contact: Jerry Gay

**Description of Work To Be Performed: Installation of Ventilation
Controllers and related equipment at 11 locations**

Estimated Contract Duration and End Date:

Date Reviewed: 4/11/2022

Insurance Certificate Term: 3/1/2022 – 3/1/2023

Payment / Performance Bond:

Verification of Existence of Fidelity and Surety in CT

https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes


Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2022

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 RogersGray, Inc. - Kingston Branch 63 Smith Lane Kingston MA 02364 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): 508-746-3311 | FAX (A/C, No): 877-816-2156 |
| INSURED SNE Building Systems Inc. 29 Kripes Rd East Granby CT 06026 | E-MAIL ADDRESS: mail@rogersgray.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: Zurich American Insurance Company of Illinois | |
| | 27855 | |
| | INSURER B: Zurich American Insurance Company | |
| | 16535 | |
| INSURER C: The Cincinnati Insurance Company | | |
| 10677 | | |
| INSURER D: Underwriters at Lloyd's London | | |
| 15792 | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 1915092572

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.

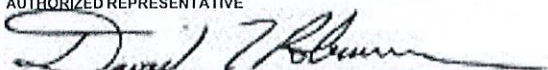
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL 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 checked="" type="checkbox"/> LOC OTHER: | Y | Y | GLO9809451-05 | 3/1/2022 | 3/1/2023 | 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 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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 | BAP9809452-05 | 3/1/2022 | 3/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | EXS 0606492 | 3/1/2022 | 3/1/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | <input checked="" type="checkbox"/> 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/A | WC9809450-05 | 3/1/2022 | 3/1/2023 | <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 |
| D | Professional/Pollution Errors & Omissions | | | B0621PENES000122 | 3/1/2022 | 3/1/2023 | Per Claim/Aggregate 2,000,000 Per Claim/Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When Required by Written Contract the following Applies:
General Liability - Additional Insureds Ongoing & Completed Operations (U GL 21 62 02/19) Primary and Non-Contributory Basis (U GL 21 62 02/19), Waiver of Subrogation (U GL 925 B 12/01) Blanket Notification to Others of Cancellation or Non-Renewal (U-GL-1521-B CW 01/19)
Automobile - Additional Insured (U CA 424 F MA 10/14) Primary and Non-Contributory Basis (U CA 424 F MA 10/14) Waiver of Subrogation (U CA 424 F MA 10/14) Blanket Notification to Others of Cancellation or Non-Renewal (U-CA-832-A MA 01/13)
Workers Compensation - Waiver of Subrogation (WC 00 03/13) Blanket Notification to Others of Cancellation or Non-Renewal Endorsement (WC 99 06 43 01/13)
Umbrella - Additional Insured follows Underlying: General Liability, Business Auto Liability, Employers Liability and Employee Benefits, Primary and See Attached...

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Waterbury City Hall 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  |

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

| | | |
|--|-----------|--|
| AGENCY RogersGray, Inc. - Kingston Branch | | NAMED INSURED SNE Building Systems Inc. 29 Kripes Rd East Granby CT 06026 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Non-Contributory Basis (XS493 11/2020), Waiver of Subrogation (XS 101 UM 12/04)
City of Waterbury is included as additional insured as cited above.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Jerry Gay

Description of Project/Work/Services: Provide and Install Ventilation Controllers and related equipment at 11 locations

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

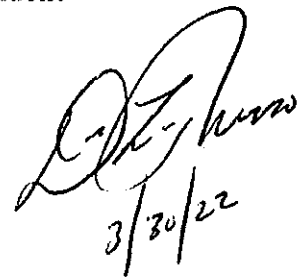
Auto Liability: **\$1,000,000 Combined Single Limit each Accident**
 Any Auto, All Owned and Hired Autos

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

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. All policies shall include a Waiver of Subrogation.



Handwritten signature and date: 3/30/22

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: BOE/Contracts & Inspections

Requesting Department Contact: Jerry Gay, jerry.gay@waterbury.k12.ct.us - 203-346-3989
or Mike Konopka.

Detailed description of Work/Services to be performed: Provide and install Ventilation Controllers and related equipment at 11 locations.

Environmental Services Included — If YES, describe: None

Medical Services Included — If YES, describe: None

Hazardous Substances — If YES, describe: None

Will Use of Subcontractors be Permitted? Not expected

Summarize any other Special Conditions: None

Estimated Cost: \$696,363, including Bond cost ; ESSER Funding

Contract Term: less than 1 year

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: N/A

Don Lorusso

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Wednesday, March 30, 2022 3:12 PM
To: Rona Nickerl; Don Lorusso
Subject: FW: SNE Controllers Insurance Limits
Attachments: SNE Controllers Insurance limits request.docx; SNE Controllers Risk Management Limits Request.docx; SNE Proposal REVISED WtrbyDDC (1).pdf

Importance: High

Don/Rona,

I do not think I ever received a response on this request, but there have been responses sent that have seemed not to make to me.

The Contract is being finalized now, by the morning, and the Attorney is requesting the limits as we need to get to the Vendor.

Jerry

From: JERRY GAY
Sent: Monday, February 7, 2022 11:43 AM
To: Rona Nickerl <rnickerl@waterburyct.org>
Subject: SNE Controllers Insurance Limits

Rona,

Please see the attached requesting limits for SNE installing ventilation controllers at various locations as per their proposal. They have been granted Sole Source so we are looking to go directly to a contract.

Thanks,

Jerry Gay, Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 341
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.



SNE
Building Systems

InsidelQ

January 19, 2022

Mike.Konopka@waterbury.k12.ct.us

Attn: Mike Konopka
City of Waterbury
School Business Office
236 Grand Street
Waterbury, CT 06702

**Re: Building Management System Upgrades and Ventilation Project
Waterbury Public Schools**

Dear Mike,

SNE Building Systems is pleased to provide to you a quoted price of **\$696,363.00**
(Six hundred ninety-six thousand three hundred sixty-three dollars) (Bond
Included) for the following:

1. Replace all the existing Invensys TAC I/A series UNC-520 panels and legacy ASD DDC Controllers with new Schneider LON or BACnet Controls as shown on original construction project drawings (SNE may add or subtract controllers to fit its current product line.)
2. Includes Sensors and Controls for VAV Boxes, Roof Top Units, Air Handling Units, Exhaust Fans, Boiler/Chiller Plant and Pumps.
3. Connect the New Controllers to the existing Tridium N4 BMS Graphics Platform serving the other schools in the city.
4. Provide revised Software for Equipment Sequence of Operations and Ventilation Control Setpoint for Air Handling Units.
5. Provide As-Built Control Drawings. NOTE: Existing Invensys Valves and Actuators to remain. (SNE will provide pricing for replacement if found defective during check-out)
6. See **Page 2** for Scope of Work and Pricing break down.

PAGE 2 BMS Upgrade and Ventilation Project

SCOPE OF WORK

MALONEY

| | |
|-----------------------------|--------------|
| Head End Upgrade | \$ 26,290.00 |
| ASD Controller Replacement | 120,480.00 |
| Chiller/RTU Replacement Bid | 44,850.00 |
| Add Alt #1 Glycol Alarm Bid | 1,100.00 |

ROTELLA

| | |
|----------------------------|--------------|
| Head End Upgrade | \$ 35,008.00 |
| ASD Controller Replacement | 166,342.00 |

GILMARTIN

| | |
|------------------|--------------|
| Head End Upgrade | \$ 37,254.00 |
|------------------|--------------|

DUGGAN

| | |
|------------------|--------------|
| Head End Upgrade | \$ 29,196.00 |
|------------------|--------------|

ENLIGHTENMENT

| | |
|------------------|--------------|
| Head End Upgrade | \$ 24,440.00 |
|------------------|--------------|

REED

| | |
|------------------|--------------|
| Head End Upgrade | \$ 36,198.00 |
|------------------|--------------|

LAUREL HILLS COMPLEX

| | |
|----------------------------|--------------|
| ASD Controller Replacement | \$107,235.00 |
|----------------------------|--------------|

BERGIN COMPLEX

| | |
|----------------------------|---------------------|
| ASD Controller Replacement | <u>\$ 67,970.00</u> |
|----------------------------|---------------------|

TOTAL

\$696,363.00

Thank you for your time and consideration. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,



Robert P. Doerr
Senior Account Executive

Accepted By _____

Date _____

PO # _____

(Please sign, date and return to proceed with order)

****Price valid until 3/31/2022**

RD/ldc

ATTACHMENT "C" – LIST OF COVERED EQUIPMENT

(1) N4 Enterprise Server Software (Web based HTML5 graphics with Jace 8000s)

LAUREL HILLS COMPLEX – (Wilby H.S./North End M.S.)

SNE JOB #'s 97528, 00095, 08549 and 08550

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | JACE 8000 | Schneider | N4 Network Controller |
| 7 | MNL-800 | Schneider | LON DDC Controllers |
| 41 | VAV Boxes | Schneider | LON DDC Controllers |
| 31 | MZII | Invensys | ASD Microzone II Controllers |
| 1 | PEM-1 | Invensys | ASD Packaged Equip Module |
| 34 | Temp/CO2 | Schneider | BACnet Room Controller |
| 13 | MNB1000 | Schneider | BACnet Plant Controller |

BERGIN COMPLEX – (Crosby H.S./Wallace M.S.)

SNE JOB #'s 97529, 99746 and 08549

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 5 | JACE 8000 | Schneider | N4 Network Controller |
| 19 | MZII | Invensys | ASD Microzone II Controllers |
| 1 | PEM-1 | Invensys | ASD Packaged Equip Module |
| 7 | MNL-800 | Schneider | LON DDC Controllers |
| 15 | VAV Boxes | Schneider | LON DDC Controllers |
| 244 | Temp/CO2 | Schneider | BACnet Room Controller |
| 29 | MNB1000 | Schneider | BACnet Plant Controller |
| 5 | MNB300 | Schneider | BACnet DDC Controller |

JFK HIGH SCHOOL

SNE JOB #'s 08591 and 11028

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|-----------------------|
| 2 | JACE 8000 | Schneider | N4 Network Controller |
| 28 | VRF Fan Coils | Mitsubishi | BACnet Controller |
| 30 | MNL-800 | Schneider | LON DDC Controller |
| 7 | VAV Boxes | Schneider | LON DDC Controllers |

ROTELLA ELEMENTARY SCHOOL - R2 JAVA Graphics

SNE JOB #99748

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 1 | UNC-520-2 | TAC/IA Series | Universal Network Controller |
| 23 | MZII | Invensys | ASD Microzone II Controllers |
| 82 | Microflo II | Invensys | ASD VAV Controller |



InsideIQ

Attachment "C" List of Covered Equipment (continued)

MALONEY MAGNET SCHOOL (J/G Project) R2 JAVA Graphics

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 1 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 15 | MZII | Invensys | ASD Microzone II Controllers |
| 61 | Microflo II | Invensys | ASD VAV Controller |

GILMARTIN ELEMENTARY SCHOOL – R2 JAVA Graphics

SNE JOB# 09618

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 24 | MNL-800 | Schneider | LON DDC Controllers |
| 75 | VAV Boxes | Schneider | LON DDC Controllers |

DUGGAN ELEMENTARY SCHOOL – R2 JAVA Graphics

SNE JOB# 10636

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 16 | MNL-800 | Schneider | LON DDC Controllers |
| 46 | VAV Boxes | Schneider | LON DDC Controllers |

ENLIGHTENMENT SCHOOLS – R2 JAVA Graphics

SNE JOB# 10658

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 1 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 16 | MNL-800 | Schneider | LON DDC Controllers |
| 58 | VRF Fan Coils | Daikin | LON Controllers |

JONATHAN REED ELEMENTARY SCHOOL – R2 JAVA Graphics

SNE JOB# 11032

| <u>Quantity</u> | <u>Equipment</u> | <u>Manufacturer</u> | <u>Designation</u> |
|-----------------|------------------|---------------------|------------------------------|
| 2 | UNC-520-2 | TAC I/A Series | Universal Network Controller |
| 23 | MNB-1000/300 | Schneider | BACnet Plant Controllers |
| 71 | VAV Box | Schneider | BACnet DDC Controllers |

All DDC sensors and devices furnished and installed by SNE Building Systems, Inc. to control:

| | | |
|--------------------|------------------|-------------------|
| Boiler | Unit Ventilators | Reheat Coils |
| Pumps | Radiation | Make-Up Air Units |
| Air Handling Units | Roof Top Units | |
| Fan Coil Units | Chillers | |
| Exhaust Fans | VAV Boxes | |

SNE BUILDING SYSTEMS, INC.

29H Kripes Road • PO Box 575 • East Granby, CT 06026 • Phone (860)653-5095 • Fax (860)653-5328
CT# S-1: 395976 www.SNEBuildingSystems.com CT# E-1: 186115

ATTACHMENT "C" – LIST OF COVERED EQUIPMENT

(1) N4 Enterprise Server Software (Web based HTML5 graphics with Jace 8000s)

Carrington Elementary School

SNE JOB# 19027

| Quantity | Equipment | Manufacturer | Designation |
|----------|------------|--------------|-------------------------|
| 1 | JACE 8000 | Schneider | N4 Network Controller |
| 73 | LON Relays | KELE | LON DDC Controller |
| 85 | VAV Boxes | Schneider | LON VAV Controller |
| 8 | MNB1000 | Schneider | BACnet Plant Controller |
| 8 | MNB Exp | Schneider | BACnet Expansion Card |
| 3 | HW Boilers | Mgr. OEM | Modbus Interface |
| 1 | Submeter | Mgr. OEM | Modbus Interface |

Wendell Cross Elementary School

SNE JOB # 19018

| Quantity | Equipment | Manufacturer | Designation |
|----------|---------------------|--------------|-------------------------|
| 2 | JACE 8000 | Schneider | N4 Network Controller |
| 7 | MNB1000 | Schneider | BACnet Plant Controller |
| 16 | MNB Exp | Schneider | BACnet Expansion Card |
| 6 | MNB VAV | Schneider | BACnet VAV Controller |
| 25 | MNB300 | Schneider | BACnet 15pnt Controller |
| 15 | MNB70 | Schneider | BACnet 7pt Controller |
| Misc | HW Boilers/Chillers | Mgr. OEM | BACnet Interface |
| Misc | VFDs | Mgr. OEM | BACnet Interface |

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Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

April 28, 2022

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

**RE: Career and Technical Education Secondary Supplemental Enhancement
Grant 2022 [CSDE]**

Dear President Sweeney and Education Commissioners:

The Connecticut State Department of Education has announced a new Career and Technical Education Supplemental Enhancement Grant opportunity for 2022. This is a competitive grant, not an entitlement.

To be eligible to apply, Waterbury must have at least 40 percent, unduplicated CTE enrollment for the 2021-2022 school year. This year Waterbury's unduplicated CTE percentage is over 85% (85.6%).

Eligible districts may apply for up to \$50,000. No matching funds are required. Further details of this grant opportunity and the project proposed for our district, are described in my Grant Highlights document attached hereto.

The grant application deadline is May 23, 2022. I respectfully request your permission to apply for the CTE Supplemental Enhancement Grant. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Darren Schwartz
Doreen Biolo
Michael Merati

**Connecticut State Department of Education
Career and Technical Education (CTE) Secondary
Supplemental Enhancement Grant 2022
Louise Allen Brown, WPS Grant Writer
April 28, 2022**

Grant Highlights

Name of Grant: Career and Technical Education Secondary Supplemental Enhancement Grant

Purpose of Grant:

“The supplemental enhancement concept was created to assist Perkins V secondary recipients in offering programs, practices, and strategies that prepare individuals for nontraditional fields and/or promote the development, implementation, and adoption of programs of study or career pathways aligned with State-identified high-skill, high-wage, or in-demand occupations or industries.” [RFP, p. 1]

Grant Deadline: May 23, 2022

Grant Period: “Grants will be awarded on or after June 1, 2022. All funds must be expended or obligated by September 30, 2022 and liquidated by November 30, 2022. There are no exceptions or waivers to this requirement.” [RFP, p. 3]

Award amount: Minimum of \$25,000 to Maximum of \$50,000

Cost Sharing or Matching: none [although sustaining the project post grant period is expected]

Eligible Applicants:

“Only those districts having received Perkins V funds during the 2021–2022 school year may apply for the Career and Technical Education Secondary Supplemental Enhancement Grant. Eligible participants must reside in a rural area...or have a high percentage and high number of career and technical students (at least 40 percent, unduplicated CTE enrollment for the 2021-2022 school year).” [RFP, p. 2]

Note--District staff have confirmed that the percentage of 2021-22 CTE students in the district exceeds 40%, at 85.6%

Grant Requirements:

“This is a competitive grant and is not an entitlement. The following must be met in order for a district to be eligible to apply for funding:

- size, scope and quality consistent with the approved local five-year Perkins Secondary Plan must be adhered to and administered under all projects funded by the Supplemental Enhancement Grant;
- programs are taught by certified CTE teachers or are interdisciplinary/team curriculum projects involving both CTE and academic certified staff; and
- career pathway(s) must be established or improved in one or more of the following career clusters:

- Agriculture, Food and Natural Resources;
- Architecture and Construction;
- Business Management and Administration;
- Education and Training;
- Finance;
- Health Science;
- Hospitality and Tourism;
- Information Technology;
- Manufacturing;
- Marketing;
- Science, Technology, Engineering and Mathematics (STEM); and
- Transportation, Distribution, and Logistics.”

[RFP, pp. 2-3]

Waterbury Proposal:

WPS proposes a project designed to enhance CTE teaching and learning. The district will utilize grant funds, if awarded, to purchase Drone kits and raspberry pi kits, and to provide related professional learning for teachers. These kits will be used in the Drone Technology and Software Development I courses which are in the STEM Cluster/Engineering Design and Development Program of Study, and the Information Technology Cluster/Programming and Software Development Program of Study, respectively. The kits are essential to engaging students in hands on active learning.

CTE Supervisor, Mike Merati will work with vendors to secure the kits and arrange teacher training dates in the Summer 2022, to prepare teachers to use the new kits in their courses in 2022-23. Teachers will participate in professional development to facilitate their providing effective instruction in the use of the drone kits and raspberry pi kits. Through such instruction, students will develop skills that are essential for high skill, high wage, and high demand careers.

The proposed project will increase students' enrollment, engagement, and achievement in CTE programs. The 'cutting edge coursework' that is expected to result from this project will prepare students to obtain industry recognized credentials such as the Unmanned Aircraft commercial drone operator license, and to meet proficiency on Precision Exams that assess students' computer programming and software development skills. In such courses, students will also prepare for potential work based learning experiences.

The grant budget is still under development, but will approximate \$50,000. No matching funds are required.

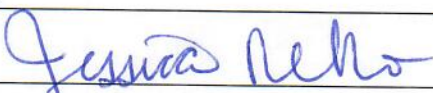
CONNECTICUT STATE DEPARTMENT OF EDUCATION
 Bureau of Health/Nutrition, Family Services and Adult Education
SUPPLEMENTAL GRANT APPLICATION FOR ADULT EDUCATION
 Cooperating Eligible Entity (CEE)

INSTRUCTIONS

1. Form ED-244A must be sent to the Bureau of Health/Nutrition, Family Services and Adult Education via e-mail on or before 3 p.m. on April 15, 2022.
2. ED-244/244A documents must be sent electronically as individual documents and also uploaded into the Electronic Grant Management System (eGMS) as follows:
 - ED-244/244A form as a Microsoft Word document
 - Scanned Signatory Authorization page
 - Current Program Profile
 - If applicable, letters of commitment of funds from private sources, including a schedule of payments
 - NRS Table 4
 - **Excel Budget Narrative Template pages and ED-114 Budget Form** located on the CSDE Web site at [Adult Education State Grants](#)
3. Enter all budgets in eGMS prior to 3:00 p.m. on April 15, 2022. Ensure that these align with the Excel Budget Narrative Template. Do not use cents.
4. When completing the budget revisions, refer to the [Budget Buddy](#).
5. Providing districts also submitting **Form ED-244A, Supplemental Grant Application for Adult Education**, on behalf of the CEE must ensure the accuracy and completeness of that application. Failure to submit all the necessary materials and documentation will disqualify the district from receiving an additional grant.
6. Send all documents electronically to:

Marcy Reed, Program Manager
Marcy.Reed@ct.gov
 Connecticut State Department of Education

APPLICANT INFORMATION

| | | |
|---|----------------------------------|--------------------------|
| 1. Organization: Waterbury Adult Education | District or Agency: Waterbury | Town/Agency Code: 151 |
| 2. Name of Cooperating Eligible Entity: Literacy Volunteers of Greater Waterbury, Inc. | | Phone: 203-754-1164 |
| 3. CEE Address: 267 Grand St. | Town: Waterbury | Zip Code: 06702 |
| 4. Completed by: Jessica Reho | Title: Executive Director | Phone: 203-754-1164 |
| 5. Signature:  | | Date: 3/23/22 |

PROPOSED BUDGET

| | |
|--|------------------|
| A. Anticipated revenues from private sources | \$93,984 |
| B. FY 2023 State Adult Education reimbursement percentage for the district (0-65%) | 63.84% |
| C. Anticipated state grant (A x B). Not to exceed 20 percent of FY 2022 state grant to provider district or RESC | \$60,000 |
| D. TOTAL project budget (A + C) | \$153,984 |

CEE PROGRAM ABSTRACT

| | |
|--|--|
| Name of CEE: Literacy Volunteers of Greater Waterbury, Inc. | |
| Total State Funds Requested: Not to exceed 20 percent of FY 2022 state grant to provider district or RESC. | \$60,000 |
| Program Beginning Date: JULY 1, 2022 | Program Ending Date: JUNE 30, 2023 |
| CEE will serve students in the following Adult Education Program Areas: (check all that apply) | <input type="checkbox"/> Citizenship <input checked="" type="checkbox"/> ESL <input checked="" type="checkbox"/> ABE/GED <input type="checkbox"/> CDP <input type="checkbox"/> NEDP |

TABLE 1 - Total students/enrollments in CEE Adult Education Programs per area: To complete the FY 2021 Final column, use data from the final Program Profile report for FY 2021 and LACES data for FY21. To complete the FY 2022 Year to Date column, refer to the current data in LACES.

| | FY 2021 Final | | FY 2022 Year to Date | |
|--|---------------|-------------|----------------------|-------------|
| | Students | Enrollments | Students | Enrollments |
| Americanization/Citizenship | 0 | 0 | 0 | 0 |
| English as a Second Language (ESL) | 80 | 87 | 80 | 90 |
| Elementary Basic Skills (ABE) and GED® Preparation | 8 | 8 | 8 | 9 |
| High School Credit Diploma | 0 | 0 | 0 | 0 |
| National External Diploma Program | 0 | 0 | 0 | 0 |
| TOTALS | 88 | 95 | 88 | 99 |

TABLE 2 - Projected number of students in CEE Adult Education Programs: Based on the data reported in Table 1, enter the total **projected** number of students expected for **FY 2023** and then calculate anticipated per pupil cost.

| | |
|---|--------------|
| Total number of students anticipated to be served by the "Total" Project Budget. (Proposed Budget page 1, item D.) | 100 |
| Anticipated Per Pupil Cost. | \$600 |

PROJECT DESIGN: (Give a brief description of the overall plan of the project.)

Services are provided to both Basic Literacy and ESL students who are either:

- Unable or unprepared to attend and/or function in a traditional Adult Education program or
- In need of supplemental tutoring to succeed in the Adult Education program.

LVGW staff provides intake interviews and assessments to evaluate both the life-skills and language abilities of each student. An individual plan of instruction is developed for each student based on assessment results and personal goals. Students are then placed in an appropriate one-on-one or small group tutoring class with a LV trained and certified volunteer tutor. Tutors and students meet for a minimum of 1 ½ hours each week either in person at our office or virtually via Zoom, FaceTime, WhatsApp, etc. LVGW staff members provide volunteer training and continued support to tutors and students. Staff also tracks instructional hours and monitors the progress of those learners enrolled in the program. Pre and post-tests are conducted at appropriate intervals, normally after 40 hours of instruction. Our services are not conducted in lieu of Adult Education programs. We work cooperatively with Waterbury Adult Education. When appropriate we make referrals to each other. LVGW and WAE are in contact and work together to support our students.

PROGRAM QUALITY PLAN SECTION ONE

Provide a response to the following questions:

| |
|--|
| 1. What services will be provided by each of the collaborating agencies of this CEE project? |
| LVGW works cooperatively with Waterbury Adult Education to provide educational services to adult learners in Waterbury. Through the effective use of trained tutors, LVGW offers individual and small group Basic Literacy and ESL instruction. Trained staff provide intake interviews and assessments of all prospective students. Utilizing the CASAS e-tests, students are evaluated on language skills as well as life skills. Individual learning plans are developed for each student based on their assessment and personal goals. Students are tutored a minimum of 1 ½ hours per week. In addition to the traditional tutoring program, LVGW offers supplemental student learning activities including: conversational skill building, basic life skills, computer assisted learning, citizenship preparation coursework and job skills development programs. |
| 2. How do the services mentioned above enhance or supplement (not supplant) services provided to the target population through each of the collaborating agencies? |
| <p>It is estimated that more than half of Waterbury adults are functioning at the lowest levels of literacy. There is a critical need for literacy services and neither LVGW nor Waterbury Adult Education could supplant the services provided by the other.</p> <p>The LVGW program is designed to provide student-centered, individualized instruction. Therefore, our tutoring program is considered supplemental to the traditional WAE program. Across the state, Literacy Volunteers affiliates are recognized as leaders in teaching adults with the lowest literacy levels. Many of our students are unable to attend Adult Education classes or enroll in work-based courses because their skills are too low. Our objective is to provide a continuum of preparation so that our adult learners may better transition into Adult Education or workplace education programs.</p> |
| 3. What means will each partner use to evaluate the effectiveness of the collaboration? |
| <p>LVGW staff and WAE staff are in touch as needed during the program year, and meet to evaluate our collaborative relationship and discuss improvements for the delivery of our services.</p> <p>Students are assessed with the CASAS e-test upon registration. To measure student progress, we evaluate outcomes by administering a follow up CASAS post-test after 40 hours of instructional time. Student hours and progress are submitted monthly by tutors. These results are recorded and maintained in the LACES data system. In addition, LVGW will document other benchmarks and indicators of individual student success based on tutor reports.</p> |
| 4. What is the CEE's plan for managing the data entry into LACES (e.g., will the data be entered by the CEE on-site)? If 'yes,' does the CEE have Internet connectivity? |
| LVGW manages LACES on-site and data is entered by our Student Program Manager (and sometimes our Executive Director) through Internet connectivity. |
| 5. What method will be utilized by the local or regional board of education or RESC to distribute the CEE grant dollars to the CEE? |
| Funds will be distributed to LVGW following the submission and approval of requisition forms and supporting documentation to the City of Waterbury through Waterbury Adult Education. |

PROGRAM QUALITY PLAN SECTION TWO

When developing your CEE program's goals, objectives, activities and measurable outcomes for this section, please refer to your agency's **FY 2021 Program Profile** and LACES data as well as Connecticut's Core Performance Benchmarks from the State Plan for Adult Education, as guides. Adult Education programs should establish their goals and measure their performance in accordance with the above documents.

Identifying CEE Adult Education Program Goals and Objectives:

Using the tables on pages 5 and 6, list at least **three** goals from the list provided below. Be sure to include accompanying objectives that you have established for this CEE project. When identifying your program's goals and objectives, please ensure that they:

- respond to the educational needs of the adult population;
- demonstrate program development, improvement, new initiative;
- reflect an analysis of the data reported in the district's Program Profile and LACES NRS tables and data;
- enhance program accountability; and
- advance college and career readiness through implementation of the College and Career Readiness Standards.

At least three goals must be chosen that support and enhance program improvement and accountability:

1. Program planning and operations
2. Student recruitment
3. Student retention
4. Improving learning gains and secondary completion
5. Curriculum and/or instruction
6. Transition and/or support services
7. Digital literacy
8. Interagency collaboration
9. Services for adults with disabilities
10. Worksite collaborative
11. Implementation of College and Career Readiness Standards*
12. Other (be specific)

When stating your goals and objectives, be sure to:

- include those **activities** that you will undertake to successfully achieve state objectives;
- state the specific **measurable** results you anticipate; and
- indicate the **methods to verify** that results have been achieved.

*Application must include at least one goal related to the College and Career Readiness Standards.

| Goal 1: Student Recruitment | |
|--|---|
| Objectives: Literacy Volunteers will increase student recruitment by at least 10% in the 2022-23 program year | |
| Activities What specific activities will you undertake? | Measurable Outcomes What specific measurable results do you expect? How will you verify these results have been achieved? |
| <ul style="list-style-type: none"> -Partner with Waterbury Public schools to distribute flyers and information -Partner with Waterbury Bridge to Success and other community agencies to distribute flyers and information -Utilize website, Facebook, Instagram, local newspapers and constant contact to distribute program information to as many people as possible | <ul style="list-style-type: none"> -Increase enrollment over the course of the program year by at least 10% -Survey students to see how they heard about LVGW to see if our increased recruitment efforts are effective -Increase community partnerships which will hopefully increase referrals as well -Partner with Waterbury International School to offer on-site classes to parents and staff |

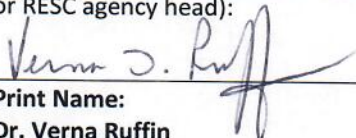
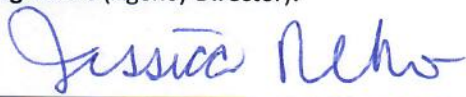
| Goal 2: Improve Learning Gains/Improve writing skills (CCR Anchor 3 Writing Standards) | |
|--|---|
| Objectives: Objectives: Improve the percentage of students who move up an educational level and improve mean score gains and also practice writing narratives to develop real or imagined experiences or events using effective technique, well-chosen details and well-structured event sequences | |
| Activities What specific activities will you undertake? | Measurable Outcomes What specific measurable results do you expect? How will you verify these results have been achieved? |
| <ul style="list-style-type: none"> -Access each student at intake -Track and monitor student hours and progress on a monthly basis using tutor reports -Post-test students after 40 hours of instruction or at least once per year and log in LACES -Students will write narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order, and provide some sense of closure -Students will work with their tutors to write about their country and their culture and then their stories (with permission from the student) will be posted on our social media in honor of International Literacy Day in September | <ul style="list-style-type: none"> -Document increased number of matched scaled scores meeting/exceeding performance standards for both ABE and ESL Students - Track whether students achieved target of a minimum 4-point gain for the year in CASAS scale score -Students will participate in “Hear My Voice” a LVGW event where they write personal stories about their life or create fictional stories to practice CCRS skills and then read them to an audience practicing both their reading and speaking skills in English (some reading to an audience for the first time) – if COVID restrictions allow for the event - Students will submit written stories about their country and culture for our International Literacy Celebration and hopefully with each month their writing skills will improve (improvements and goals met are reported monthly via tutor reports) |

| Goal 3: (Other) Development of Staff and Tutors | |
|--|---|
| Objectives: (Other) Development of Staff and Tutors | |
| Activities What specific activities will you undertake? | Measurable Outcomes What specific measurable results do you expect? How will you verify these results have been achieved? |
| <ul style="list-style-type: none"> - Executive Director and Student Program Manager will attend required as well as optional trainings/workshops (Disability, CCR, CASAS, LACES, CAACE Conference etc.) and will share learnings with tutors -Volunteer tutors will be offered workshops throughout the year (Zoom, distance learning, writing, grammar, Tutor Roundtables, etc.) - Staff and tutors will participate in webinars as well as in person trainings when available | <ul style="list-style-type: none"> -Executive Director and Student Program Manager will attend all necessary trainings -Before being matched with a student, all tutors will complete the tutor training program (which includes (2) two-hour training sessions provided by a professional trainer) -All tutors will attend at least one workshop throughout the year -We will document participation in workshops in tutor files |

SIGNATORY AUTHORIZATION

IMPORTANT: Each superintendent or agency head signature below attests to the following:

- knowledge and acceptance of the proposed program and budgets; and
- agreement to abide by the Statement of Assurances A-N submitted through the eGMS.

| | |
|---|---|
| District: Waterbury | Cooperating Eligible Entity: Literacy Volunteers of Greater Waterbury |
| Signature (Superintendent of providing district or RESC agency head):  | Signature (Agency Director):  |
| Print Name: Dr. Verna Ruffin | Print Name: Jessica Reho |
| Title: Superintendent of Waterbury Public Schools | Title: Executive Director |
| Date: 4-11-2022 | Date: 3/23/22 |

COMMITMENT OF PRIVATE SOURCE FUNDS

Enclosed are Letters of Commitment of private source funds for our 2022-23 cooperating eligible entity grant from the following sources:*

| Source of Private Funds | Funds Committed |
|-------------------------------------|-----------------|
| FD Community Federal Credit Union | \$3,247.63 |
| Savings Bank of Danbury | \$3,083.04 |
| TD Bank – Money Market | \$2,520.95 |
| Thomaston Savings Bank – CD Account | \$7,834.44 |
| Ion Bank – Checking Account | \$18,000.00 |
| Ion Bank – Money Market | \$59,297.94 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL PRIVATE SOURCE FUNDS | \$93,984 |
| Must equal item A on page 1 | |

IMPORTANT

*Letters of financial commitment must be written by the agency making the private source donation. Letters of financial commitment should specify that the funds:

- a) are designated for the CEE activity for the program year 2022-2023;
- b) are to be paid to the CEE agency by June 30, 2023; and
- c) if contribution is not a one-time payment, indicate the payment or deposit schedule (into CEE account).

Private contributions cannot be from any public source. This includes federal, state and municipal funds.

LV Waterbury Profile Report for 2022

| | |
|--|-------------------------------|
| Program/District: LV Waterbury | Director: Jessica Reho |
| Cooperating Districts: | |
| Total Grant Funds: State / Local: \$ Federal: \$ | Number of Program Sites: 1 |
| Community Needs: Number & Percent of Adult Population, 18 or older, without a high school diploma: Number & Percent of Adult Population, 18 or older, who do not speak English well: | |

Program Enrollment

| Program Category | Total Instructional Hours Offered | New Students | Returning Students | Total Students | Total Enrollments |
|---|-----------------------------------|--------------|--------------------|----------------|-------------------|
| Adult Basic Education (ABE) / General Educational Development (GED) Preparation | 208 | 0 | 8 | 8 | 9 |
| English as a Second Language (ESL) | 408 | 19 | 61 | 80 | 90 |
| Total: | 616 | 19 | 69 | 88 | 99 |

Note: 'Total Enrollments' represents all the enrollments, regardless of class program, for students classified in the reported program

Student Demographics

| Parent of Child(ren) | Number |
|---------------------------|--------|
| 5 years of age or younger | 1 |
| 6 to 10 years of age | 0 |
| 11 to 18 years of age | 1 |

| Age | Females | Males | Total |
|---------------|-----------|-----------|-----------|
| 16-18 | 0 | 0 | 0 |
| 19-24 | 1 | 1 | 2 |
| 25-44 | 29 | 9 | 38 |
| 45-54 | 19 | 3 | 22 |
| 55-59 | 6 | 3 | 9 |
| 60+ | 14 | 3 | 17 |
| Total: | 69 | 19 | 88 |

| Race and Ethnicity | Females | Males | Total |
|-------------------------------------|-----------|-----------|-----------|
| American Indian or Alaska Native | 0 | 0 | 0 |
| Asian | 3 | 0 | 3 |
| Black / African American | 1 | 2 | 3 |
| Hispanic/Latino | 52 | 14 | 66 |
| Native Hawaiian or Pacific Islander | 0 | 0 | 0 |
| Two or More Races | 1 | 0 | 1 |
| White | 12 | 3 | 15 |
| Total: | 69 | 19 | 88 |

Student Characteristics at Entry

| Employment Status | Number |
|--------------------|--------|
| Employed | 38 |
| Unemployed | 31 |
| Not in Labor Force | 19 |

| Barriers to Employment | Number |
|----------------------------------|--------|
| Cultural Barriers | 5 |
| Disabled | 5 |
| Displaced Homemaker | 4 |
| Low Income | 28 |
| English Language Learner | 69 |
| Ex-Offender | 2 |
| Exhausting TANF within two years | 0 |
| Foster Care Youth | 0 |
| Homeless | 0 |
| Long Term Unemployment | 12 |
| Low Literacy Levels | 5 |
| Migrant Farmworker | 3 |
| Seasonal Farmworker | 0 |
| Single Parent or Guardian | 6 |

Student Performance by Program Area

CASAS GOALS

Performance of Students who have a Period of Participation

| Educational Functioning Level at Entry | Number of Students | % Posttested | % Scaled Score Gain | % EFL Gain Pre/Post | % Attained SSD | % with MSG |
|--|--------------------|--------------|---------------------|---------------------|----------------|-------------|
| ABE L1 | 2 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| ABE L2 | 2 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| ABE L3 | 0 | -- | -- | -- | -- | -- |
| ABE L4 | 2 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| ABE L5 | 2 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| ABE L6 | 2 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Total: | 10 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |

CASAS Life & Work

Performance of Students who have a Period of Participation

| Educational Functioning Level at Entry | Number of Students | % Posttested | % Scaled Score Gain | % EFL Gain Pre/Post | % Attained SSD | % with MSG |
|--|--------------------|--------------|---------------------|---------------------|----------------|-------------|
| ESL L1 | 1 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| ESL L2 | 6 | 33.3% | 33.3% | 16.7% | 0.0% | 0.0% |
| ESL L3 | 12 | 16.7% | 8.3% | 0.0% | 0.0% | 0.0% |
| ESL L4 | 22 | 18.2% | 13.6% | 9.1% | 0.0% | 9.1% |
| ESL L5 | 27 | 22.2% | 11.1% | 7.4% | 0.0% | 7.4% |
| ESL L6 | 23 | 34.8% | 17.4% | 0.0% | 0.0% | 0.0% |
| Total: | 91 | 24.2% | 14.3% | 5.5% | 0.0% | 4.4% |

Adult High School Credit Diploma Program

Performance of Students who have a Period of Participation

| Educational Functioning Level at Entry | Number of Students | % Earning at Least 4 Credits | % EFL Gain Carnegie Units | % EFL Gain Pre/Post | % Attained SSD | % with MSG |
|--|--------------------|------------------------------|---------------------------|---------------------|----------------|------------|
| ABE L5 | 0 | -- | -- | -- | -- | -- |
| ABE L6 | 0 | -- | -- | -- | -- | -- |
| Total: | 0 | -- | -- | -- | -- | -- |

National External Diploma Program

Performance of Students who have a Period of Participation

| Educational Functioning Level at Entry | Number of Students | % Completing 4+ Competency Areas Overall | % Completing 4+ Competency Areas This FY | % EFL Gain Moving to Assessment Phase | % EFL Gain Pre/Post | % Attained SSD | % with MSG |
|--|--------------------|--|--|---------------------------------------|---------------------|----------------|------------|
| ABE L5 | 0 | -- | -- | -- | -- | -- | -- |
| ABE L6 | 0 | -- | -- | -- | -- | -- | -- |
| Total: | 0 | -- | -- | -- | -- | -- | -- |

Supplemental Information

Percent Functioning Below Intermediate Level at Program Year

| | Reading | Math |
|-------------------|---------|-----------|
| CASAS GOALS | 50% -- | |
| | Reading | Listening |
| CASAS Life & Work | 23% -- | |

Performance by Skill Area

| | Students with Pre and Post Test Scores | % Scaled Score Gain | % EFL Gain Pre/Post |
|---------------|--|---------------------|---------------------|
| Reading | 22 | 59% | 23% |
| --GOALS | 0 | -- | -- |
| --Life & Work | 22 | 59% | 23% |
| Math | 0 | -- | -- |
| Listening | 0 | -- | -- |

Retention Summary

| Program Area | Attendance | Students | Students with PreTest | Students with a PoP |
|---|------------|------------|-----------------------|---------------------|
| Adult Basic Education (ABE) / General Educational Development (GED) Preparation | >0 Hours | 13 (100%) | 13 (100%) | 9 (69%) |
| | >=12 Hours | 8 (62%) | 8 (100%) | 8 (100%) |
| Adult High School Credit Diploma Program | >0 Hours | 0 (--) | (--) | (--) |
| Citizenship | >0 Hours | 0 (--) | (--) | (--) |
| English as a Second Language (ESL) | >0 Hours | 176 (100%) | 174 (99%) | 92 (52%) |
| | >=12 Hours | 80 (45%) | 80 (100%) | 78 (98%) |
| National External Diploma Program | >0 Hours | 0 (--) | (--) | (--) |

Total CDP Credits Awarded (CDP Credits Only)

| CDP Documentation | Classroom | Documentation Credit | Independent Study | Total |
|-----------------------------|-------------|----------------------|-------------------|-------------|
| English | 0.00 | 0.00 | 0.00 | 0.00 |
| Math | 0.00 | 0.00 | 0.00 | 0.00 |
| Science | 0.00 | 0.00 | 0.00 | 0.00 |
| Social Studies - Civics | 0.00 | 0.00 | 0.00 | 0.00 |
| Social Studies - US History | 0.00 | 0.00 | 0.00 | 0.00 |
| Social Studies - Other* | 0.00 | 0.00 | 0.00 | 0.00 |
| Voc Ed / Art | 0.00 | 0.00 | 0.00 | 0.00 |
| Electives | 0.00 | 0.00 | 0.00 | 0.00 |
| Total: | 0.00 | 0.00 | 0.00 | 0.00 |

*Social Studies - Other Includes Social Studies credits not included in Civics or US History

Total Diplomas Awarded

| Hours Attended | Credit Diploma | CT GED | National External Diploma |
|----------------|----------------|----------|---------------------------|
| >0-12 Hours | 0 | 0 | 0 |
| >= 12 Hours | 0 | 0 | 0 |
| Total: | 0 | 0 | 0 |

Staff Information

| Function | Part-time Personnel | Full-time Personnel | Unpaid Volunteers |
|---|---------------------|---------------------|-------------------|
| Local-level Administrative / Supervisory / Ancillary Services | 1 | 1 | 1 |
| Local Counselors | 0 | 0 | 0 |
| Local Paraprofessionals | 0 | 0 | 0 |
| Local Teachers | 0 | 0 | 65 |



FD COMMUNITY
FEDERAL CREDIT UNION

601 Watertown Avenue
Waterbury, CT 06708
(203) 753-9201
RETURN SERVICE REQUESTED

STATEMENT OF ACCOUNTS

| STATEMENT PERIOD | PAGE | ACCOUNT NUMBER |
|---------------------|--------|----------------|
| 10/01/21 - 12/31/21 | 1 of 2 | xxxxxxx33-9 |

Happy New Year from FD Community

LITERACY VOLUNTEERS OF GREATER WATERBURY
267 GRAND ST
WATERBURY, CT 06702



1845

| STATEMENT SUMMARY | | | | | |
|-------------------|--|-------------------|-------------------------|-----------------------|------------------------|
| Suffix | Account Type | Beginning Balance | Withdrawals/Advances | Deposits/Payments | Ending Balance |
| 1 | BUSINESS SHARE | 25.42 | 0.00 | 0.00 | 25.42 |
| 1 | 18 MONTH CERT | 3,244.19 | 0.00 | 3.44 | 3,247.63 |
| EFFECTIVE DATE | TRANSACTION DESCRIPTION | | | AMOUNT | NEW BALANCE |
| SUFFIX: 1 | BUSINESS SHARE | | | | |
| | PREVIOUS BALANCE | 25.42 | | | |
| | NEW BALANCE | 25.42 | | | |
| | DIVIDENDS YTD: | 0.00 | DIVIDENDS WITHHELD YTD: | | 0.00 |
| SUFFIX: 1 | 18 MONTH CERT | | | | |
| | PREVIOUS BALANCE | 3,244.19 | | | |
| 10/31 | Deposit Dividend Annual Percentage Yield Earned: 0.42% (01Oct21-31Oct21) | | | 1.16 | 3,245.35 |
| 11/30 | Deposit Dividend Annual Percentage Yield Earned: 0.42% (01Nov21-30Nov21) | | | 1.12 | 3,246.47 |
| 12/31 | Deposit Dividend Annual Percentage Yield Earned: 0.42% (01Dec21-31Dec21) | | | 1.16 | 3,247.63 |
| | NEW BALANCE | 3,247.63 | PENALTIES YTD: | | 0.00 |
| | CERTIFICATE DIV YTD: | 13.62 | DIV RATE: | | 0.42 |
| | DIVIDEND WITHHOLDING YTD: | 0.00 | DATE OF MATURITY: | | 06/27/2022 |
| | DATE OF ISSUE: | 12/27/2020 | | | |
| SUMMARY | | | | | |
| YTD DIV/INT: | | IRA DIV: | FIN CHARGES: | YTD DIV/INT WITHHELD: | YTD DIV/INT PENALTIES: |
| 13.62 | | 0.00 | 0.00 | 0.00 | 0.00 |



Savings Bank of Danbury

P.O. Box 830, Danbury CT, 06813-0830

Phone
844-SBD-BANK
844-723-2265
Website
www.SBDanbury.com



Customer Statement

Pg 1 of 3

Account Number: xxxxxxxx5007
Statement Date: Feb 01, 2022 thru Feb 28, 2022

Summary - All Accounts

| Product | Account # | Ending Balance |
|----------------|-------------|----------------|
| Non-Profit NOW | xxxxxxx5007 | \$3,083.04 |

001982



LITERACY VOLUNTEERS OF GREATER WATERBURY
INC
JESSICA K REHO
267 GRAND ST
WATERBURY CT 06702

Non-Profit NOW - xxxxxxxx5007

| Date | Transaction Description | Withdrawal | Deposit | Balance |
|--------|--------------------------|------------|---------|-------------------|
| | BEGINNING BALANCE | | | \$3,082.80 |
| Feb 28 | Credit Interest | | 0.24 | 3,083.04 |
| | ENDING BALANCE | | | \$3,083.04 |

LITERACY VOLUNTEERS OF GREATER WTBY INC

Balance Summary

| Date | Balance | Date | Balance | Date | Balance | Date | Balance |
|--------|----------|--------|----------|------|---------|------|---------|
| Feb 01 | 3,082.80 | Feb 28 | 3,083.04 | | | | |

Interest Summary

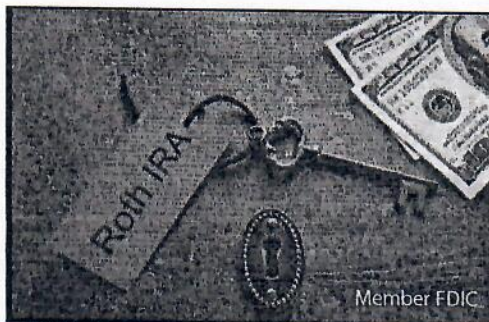
| Avg. Daily Balance | Min. Balance for Period | Interest Period | Days in Period | Interest Earned | Annual Percentage Yield Earned | Interest Paid YTD |
|--------------------|-------------------------|-----------------------------|----------------|-----------------|--------------------------------|-------------------|
| 3,082.80 | 3,082.80 | Feb 01, 2022 - Feb 28, 2022 | 28 | 0.24 | 0.10% | 0.51 |

Interest Rate Summary

| Date | Rate% | Date | Rate% | Date | Rate% | Date | Rate% |
|--------|-------|------|-------|------|-------|------|-------|
| Feb 07 | 0.10% | | | | | | |

Overdraft/Returned Item Fees

| Fee Type | Total For This Period | Total Year-to-Date |
|--------------------------|-----------------------|--------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |



Don't Forget

Contribute to an IRA by April 15, 2022

If you have any questions please call us at 844.723.2265
or visit us at www.SBDanbury.com

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T

STATEMENT OF ACCOUNT

AV 01 072306 94581H174 A**5DGT

LITERACY VOLUNTEERS OF GREATER WATERBURY
267 GRAND STREET
WATERBURY CT 06702-1917

Page:

1 of 2

Statement Period:

Feb 01 2022-Feb 28 2022

Cust Ref #:

4315145121-716-T-***

Primary Account #:

431-5145121

**TD Small Business Money Market Plus**

LITERACY VOLUNTEERS OF GREATER WATERBURY

Account # 431-5145121

ACCOUNT SUMMARY

| | | | |
|-------------------|----------|--------------------------------|----------|
| Beginning Balance | 2,520.85 | Average Collected Balance | 2,520.85 |
| Other Credits | 0.10 | Interest Earned This Period | 0.10 |
| Ending Balance | 2,520.95 | Interest Paid Year-to-Date | 0.21 |
| | | Annual Percentage Yield Earned | 0.05% |
| | | Days in Period | 28 |

DAILY ACCOUNT ACTIVITY**Other Credits**

| POSTING DATE | DESCRIPTION | AMOUNT |
|--------------|---------------|--------|
| 02/28 | INTEREST PAID | 0.10 |
| | Subtotal: | 0.10 |

DAILY BALANCE SUMMARY

| DATE | BALANCE | DATE | BALANCE |
|-------|----------|-------|----------|
| 01/31 | 2,520.85 | 02/28 | 2,520.95 |

Call 1-800-937-2000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

Bank Deposits FDIC Insured | TD Bank, N.A. | Equal Housing Lender



Customer Service
Local 860.283.1874
Toll-Free 855.344.1874
thomastonsb.com

203 Main Street, P.O. Box 907, Thomaston, CT 06787-0907
RETURN SERVICE REQUESTED

007923



LITERACY VOLUNTEERS OF GREATER
WATERBURY
267 GRAND ST
WATERBURY CT 06702-1917

Customer Statement

Pg 1 of 2

Account Number:

xxxxxxxx7898

Statement Date:

Jul 01, 2021 thru Dec 31, 2021

Summary - All Accounts

| Product | Account # | Ending Balance |
|------------|--------------|----------------|
| 9 MONTH CD | xxxxxxxx7898 | \$7,834.44 |

9 MONTH CD - xxxxxxxx7898

| Date | Transaction Description | Withdrawal | Deposit | Balance |
|--------|----------------------------|------------|---------|-------------------|
| | BEGINNING BALANCE | | | \$7,826.95 |
| Jul 30 | Credit Interest | | 1.61 | 7,828.56 |
| Aug 31 | Credit Interest | | 1.72 | 7,830.28 |
| Sep 10 | Eff. 09-11 Credit Interest | | 0.59 | 7,830.87 |
| Sep 30 | Credit Interest | | 0.61 | 7,831.48 |
| Oct 29 | Credit Interest | | 0.93 | 7,832.41 |
| Nov 30 | Credit Interest | | 1.03 | 7,833.44 |
| Dec 31 | Credit Interest | | 1.00 | 7,834.44 |
| | ENDING BALANCE | | | \$7,834.44 |

Account Summary

| Previous Date | Beginning Balance | Deposits | Interest Paid | Withdrawals | Fees | Ending Balance |
|---------------|-------------------|----------|---------------|-------------|------|----------------|
| Jul 01, 2021 | 7,826.95 | 0.00 | 7.49 | 0.00 | 0.00 | 7,834.44 |



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PO Box 370, Naugatuck, CT 06770-0370

Phone
203.729.4442
Website
www.ionbank.com

Customer Statement

Pg 1 of 3

Account Number: xxxxxxxx2088
Statement Date: Feb 01, 2022 thru Feb 28, 2022

Summary - All Accounts

| Product | Account # | Ending Balance |
|---------------------|-------------|----------------|
| Non Profit Checking | xxxxxxx2088 | \$51,368.28 |

* \$18,000.00 Committed
from balance of \$51,368.28

LITERACY VOLUNTEERS OF GREATER WATERBURY
INC
267 GRAND ST
WATERBURY CT 06702-1917

Non Profit Checking - xxxxxxxx2088

| Date | Transaction Description | Withdrawal | Deposit | Balance |
|--------|---|------------|----------|--------------------|
| | BEGINNING BALANCE | | | \$57,239.21 |
| Feb 01 | Deposit | | 5,530.00 | 62,769.21 |
| Feb 02 | External Withdrawal SUN LIFE - CANADA PAYMENTREQ ID NBR: 697439 | -73.45 | | 62,695.76 |
| Feb 03 | External Withdrawal PAYCHEX - INC. PAYROLL ID NBR: 95878300023030X | -3,051.73 | | 59,644.03 |
| Feb 04 | External Withdrawal PAYCHEX EIB INVOICE ID NBR: X95893400005556 | -45.91 | | 59,598.12 |
| Feb 04 | External Withdrawal PAYCHEX TPS - 35768 TAXES ID NBR: 95883100046035X | -1,379.98 | | 58,218.14 |
| Feb 04 | POS Withdrawal (FIS) - AMAZON.COM*9Q38 AMAZON.COM SEATTLE WA(9498) | -41.99 | | 58,176.15 |
| Feb 04 | POS Withdrawal (FIS) - AMAZON.COM*SU58 AMAZON.COM SEATTLE WA(9498) | -208.46 | | 57,967.69 |
| Feb 04 | EFT Credit (FIS) AMAZON.COM AMAZON.COM SEATTLE WA(9498) | | 208.46 | 58,176.15 |
| Feb 04 | POS Withdrawal (FIS) - AMAZON.COM*CY7X AMAZON.COM SEATTLE WA(9498) | -208.46 | | 57,967.69 |
| Feb 04 | 4987 Check | -45.00 | | 57,922.69 |
| Feb 07 | POS Withdrawal (FIS) - AMAZON.COM*O895 AMAZON.COM SEATTLE WA(9498) | -31.42 | | 57,891.27 |
| Feb 10 | Deposit | | 300.00 | 58,191.27 |
| Feb 14 | Activity 02-11 POS Withdrawal - (FIS) AMAZON.COM*KG9J | -114.96 | | 58,076.31 |

Our Personal Teller Machines

connect you to a live Personal Banker via video technology.

Monday - Friday 7am - 8pm
Saturday 7am - 3pm





PO Box 370, Naugatuck, CT 06770-0370

Phone
203.729.4442
Website
www.ionbank.com

Customer Statement

Pg 1 of 3

Account Number: xxxxxxxx1086
Statement Date: Feb 01, 2022 thru Feb 28, 2022

LITERACY VOLUNTEERS OF GREATER WATERBURY
INC
267 GRAND ST
WATERBURY CT 06702-1917

Summary - All Accounts

| Product | Account # | Ending Balance |
|-------------------------------|--------------|----------------|
| Premier Business Money Market | xxxxxxxx1086 | \$59,316.95 |

*\$59,297.94 Committed
from balance of \$59,316.95

Premier Business Money Market - xxxxxxxx1086

| Date | Transaction Description | Withdrawal | Deposit | Balance |
|--------|--------------------------|------------|---------|--------------------|
| | BEGINNING BALANCE | | | \$59,313.31 |
| Feb 28 | Credit Interest | | 3.64 | 59,316.95 |
| | ENDING BALANCE | | | \$59,316.95 |

Balance Summary

| Date | Balance | Date | Balance |
|--------|-----------|--------|-----------|
| Feb 01 | 59,313.31 | Feb 28 | 59,316.95 |

Interest Summary

| Avg. Daily Balance | Min. Balance for Period | Interest Period | Days in Period | Interest Earned | Annual Percentage Yield Earned | Interest Paid YTD |
|--------------------|-------------------------|-----------------------------|----------------|-----------------|--------------------------------|-------------------|
| 59,313.31 | 59,313.31 | Feb 01, 2022 - Feb 28, 2022 | 28 | 3.64 | 0.08% | 7.64 |

Interest Rate Summary

| Date | Rate% | Date | Rate% |
|--------|-------|------|-------|
| Jun 01 | 0.08% | | |

Overdraft/Returned Item Fees

| Fee Type | Total For This Period | Total Year-to-Date |
|--------------------------|-----------------------|--------------------|
| Total Overdraft Fees | \$0.00 | \$0.00 |
| Total Returned Item Fees | \$0.00 | \$0.00 |

Our Personal Teller Machines

connect you to a live Personal Banker via video technology.

Monday - Friday 7am - 8pm

Saturday 7am - 3pm



Student:

NRS Table 4

Select Reporting System:

NRS FY 21-22 ▼

Agency:

LV Waterbury

Measurable Skill Gains (MSG) by Entry Level

Enter the number of participants for each category listed, total attendance hours, number achieving at least one educational functioning level gain, number who attain a secondary school diploma or its recognized equivalent, and periods of participation outcomes.

| First Period of Participation | | | | | All Periods of Participation | | | | | | | | | |
|--|----------------------------|--|---|---|---|--|--|--|---|--|---|--|--|--|
| Entering Educational Functioning Level (EFL) (A) | Number of Participants (B) | Total Number of Participants Excluded from MSG Performance (C) | Total Attendance Hours for All Participants (D) | Number Who Achieved at Least One EFL Gain (E) | Number Who Attained a Secondary School Diploma or Its Recognized Equivalent (F) | Number of IET or Workplace Literacy Participants Who Achieved an MSG Other Than EFL and Secondary School Diploma * (G) | Number Separated Before Achieving Measurable Skill Gains (H) | Number Remaining in Program Without Measurable Skill Gains (I) | Percentage Achieving Measurable Skill Gains (J) | Total Number of Periods of Participation (K) | Total Number of Periods of Participation in Which Participants Achieved at Least One EFL Gain (L) | Total Number of Periods of Participation in Which a Secondary School Diploma or Its Recognized Equivalent Was Attained (M) | Total Number of IET or Workplace Literacy Periods of Participation in Which Participants Achieved an MSG Other Than EFL and Secondary School Diploma * (N) | Percentage of Periods of Participation with Measurable Skill Gains (O) |
| ABE Level 1 | 2 | 0 | 47.5 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 |
| ABE Level 2 | 2 | 0 | 84.25 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 |
| ABE Level 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ABE Level 4 | 2 | 0 | 50.5 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 |
| ABE Level 5 | 2 | 0 | 25 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | 0 | 0 | 0 | 0 |
| ABE Level 6 | 2 | 0 | 110.75 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | 0 | 0 | 0 | 0 |
| ABE Total | 10 | 0 | 318 | 0 | 0 | 0 | 2 | 8 | 0 | 10 | 0 | 0 | 0 | 0 |
| ESL Level 1 | 1 | 0 | 12 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| ESL Level 2 | 6 | 0 | 133.5 | 0 | 0 | 0 | 1 | 5 | 0 | 6 | 0 | 0 | 0 | 0 |
| ESL Level 3 | 12 | 0 | 308.75 | 0 | 0 | 0 | 3 | 9 | 0 | 12 | 0 | 0 | 0 | 0 |
| ESL Level 4 | 22 | 0 | 579.5 | 2 | 0 | 0 | 6 | 14 | 9.09 | 22 | 2 | 0 | 0 | 9.09 |
| ESL Level 5 | 27 | 0 | 796.25 | 2 | 0 | 0 | 8 | 17 | 7.41 | 27 | 2 | 0 | 0 | 7.41 |
| ESL Level 6 | 23 | 0 | 882.8 | 0 | 0 | 0 | 6 | 17 | 0 | 23 | 0 | 0 | 0 | 0 |
| ESL Total | 91 | 0 | 2712.8 | 4 | 0 | 0 | 24 | 63 | 4.4 | 91 | 4 | 0 | 0 | 4.4 |
| Grand Total | 101 | 0 | 3030.8 | 4 | 0 | 0 | 26 | 71 | 3.96 | 101 | 4 | 0 | 0 | 3.96 |

- Use participant's pretest score for the 1st entry of a program year for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns E through H. Total number of participants in column B should equal corresponding total number of participants in other NRS tables. Report the most recent measurable skill gain for a participant who achieved more than one measurable skill gain during a period of participation.
- The number in Column C is the number of participants who are being excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these participants should be entered into columns E-I.
- The number in column E is the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- Column F is the number of participants who attained a secondary school diploma or its recognized equivalent.
- Column G is the number of IET or workplace literacy participants who achieved an MSG via Secondary or Postsecondary Transcript, Progress Toward Milestones, or Passing Technical/Occupational Skills Exam.
- Enter only the most recent achievement, if attained, per participant in column E or column F or column G. Participants should have an achievement counted in only one of these columns.
- Column H is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services or activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column I is number of participants who remain enrolled and achieved no measurable skill gain.
- Column B should equal Column C + E + F + G + H + I.
- Column J is calculated using the following formula: (Column E + Column F + Column G)/(Column B – Column C)
- Column K is the total number of periods of participation for each participant. A participant may have more than one period of participation. Do not include periods of participation that are excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these periods of participation should be entered into columns K-N.
- Column L is the Total number of Periods of Participation in which at least one educational functioning level gain was achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.
- Column M is the Total number of Periods of Participation in which a secondary school diploma or its recognized equivalent was attained. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.
- Column N is the Total number of IET or workplace literacy Periods of Participation in which an MSG was achieved via Secondary or Postsecondary Transcript, Progress Toward Milestones, or Passing Technical/Occupational Skills Exam. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column L or column M or column N.
- Column O is calculated using the following formula: (Column L + Column M + Column N)/(Column K)
- For participants **not** enrolled in an IET or workplace literacy program, skill gains are only measured by achievement of at least one educational functioning level or documented attainment of a secondary school diploma or its recognized equivalent.
- Period of Participation: For the Measurable Skill Gains indicator, a new period of participation is counted each time a participant enrolls—even if both enrollments occur within the same program year. It is not necessary to wait until the participant exits the program in order to count a measurable skill gain, because the measurable skill gains indicator is not an exit-based indicator. The skill gain may be counted as soon as it is earned at any point during the participation period of the program year in which it was earned. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times—once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

FISCAL YEAR: 2023

ED-114 BUDGET FORM

| | | | | | | | | | |
|---|--|-------------|-----------------|------------|-----------------------|--------------------|-----------------------|--------------|--|
| GRANTEE NAME: | | | | | TOWN CODE: | | | | |
| GRANTEE TITLE: ADULT EDUC-COOPERATING ELIGIBLE ENTITY (CEE) | | | | | | | | | |
| PROJECT TITLE: | | | | | | | | | |
| FUND: 11000 | | SPID: 17030 | | YEAR: 2023 | | PROG: 84004 | | CF1: 170013 | |
| GRANT PERIOD: 07/01/2022 – 06/30/2023 | | | | | AUTHORIZED AMOUNT: \$ | | | | |
| AUTHORIZED AMOUNT BY SOURCE: | | | | | | | | | |
| LOCAL: | | | PRIVATE SOURCE: | | | STATE: | | | |
| | | | | | | | | | |
| CODES | DESCRIPTIONS | | | | | STATE/LOCAL | PRIVATE SOURCE | TOTAL | |
| 111A | NON-INSTRUCTIONAL | | | | | \$45,000 | \$64,600 | \$109,600 | |
| 111B | INSTRUCTIONAL | | | | | \$0 | \$0 | \$0 | |
| 200 | PERSONAL SERVICES-EMPLOYEE BENEFITS | | | | | \$0 | \$20,609 | \$20,609 | |
| 322 | IN SERVICE | | | | | \$6,000 | -\$3,586 | \$2,414 | |
| 330 | EMPLOYEE TRAINING AND DEVELOPMENT SERVICES | | | | | \$1,000 | -\$1,000 | \$0 | |
| 400 | PURCHASED PROPERTY SERVICES | | | | | \$0 | \$0 | \$0 | |
| 500 | OTHER PURCHASED SERVICES | | | | | \$4,500 | \$4,603 | \$9,103 | |
| 600 | SUPPLIES | | | | | \$3,500 | \$8,758 | \$12,258 | |
| 700 | PROPERTY | | | | | \$0 | \$0 | \$0 | |
| TOTAL | | | | | | \$60,000 | \$93,984 | \$153,984 | |

ORIGINAL REQUEST
DATE

STATE DEPARTMENT OF EDUCATION
PROGRAM MANAGER AUTHORIZATION

DATE OF APPROVAL

ED-244A FY 2023

Line Item Questions contact: marcy.reed@ct.gov - (860) 807-2130

Waterbury

151

CEE

111A Non-Instructional (Administrator/Supervisor Salaries)

Total: \$68,000

[illegible]

To clear a cell: Right click on cell then choose "Clear Contents"

111B Instructional (Teachers)

Total: \$0

[illegible]

Total: \$0

[illegible]

Total: \$0

[illegible]

Total: \$41,600

[illegible]

| | |
|-------|----------|
| Total | \$20,609 |
|-------|----------|

To clear a cell: Right click on cell then choose "Clear Contents"

Total: \$2,414

Total: \$0

To clear a cell: Right click on cell then choose "Clear Contents"

Total: \$0

[illegible]

Total: \$0

[illegible]

580 Other Purchased Services (Travel)

Total: \$1,348

[illegible]

Total: **\$7,755**

To clear a cell: Right click on cell then choose "Clear Contents"

Total: \$3,210

[illegible]

Total: \$0

[illegible]

To clear a cell: Right click on cell then choose "Clear Contents"

Total: **\$9,048**

[illegible]

Total: \$0

To clear a cell: Right click on cell then choose "Clear Contents"

Total: \$0

GRAND TOTAL: \$153,984



To: Honorable Board of Education

From: Darren Schwartz, Interim Deputy Superintendent

Date: April 28, 2022

Subject: Summer Day Camp Program at YMCA Camp Mataucha

The Department of Education respectfully requests your review and approval of this contract with the Greater Waterbury Young Men's Christian Association (YMCA) for a summer day camp program at Camp Mataucha in Watertown, CT.

The Department's ARP Elementary and Secondary School Emergency Relief (ESSER) Grant will be used to fund this program. The approved grant budget includes funding to partner with local community organizations to provide summer program opportunities for students. This contract, in the not to exceed amount of **\$199,758.28** will fund camp registration fees for up to 195 students to attend two 2-week camp sessions this summer (total of 337 camper sessions). Participation in this summer camp program will allow students to experience nature and the outdoors as well as play various sports and form new friendships. The YMCA will provide round-trip bus transportation for students.

PROFESSIONAL SERVICES AGREEMENT

For

YMCA Summer Camp

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 summer camp services for 337 Waterbury residents; 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 summer camp services for 337 Waterbury residents, including:

- 337 camper sessions (two weeks per session)

- (2) Re-engagement Coordinators to provide social and emotional counseling to campers in need
- Transportation
- Supply fees per each 337 camper session
- Camp registration administrative fees

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 Procurement Waiver documents (attached hereto)
- 1.1.2 YMCA proposal dated February 17, 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 Procurement Waiver documents
- 1.2.3 YMCA proposal dated February 17, 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 upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate August 19, 2022, 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 Ninety-Nine Thousand Seven Hundred Fifty-Eight dollars and Twenty-Eight cents (\$199,758.28).

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 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 Procurement Waiver documents and (ii) the Consultant's proposal responding to the aforementioned Procurement Waiver 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, 1st 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: _____

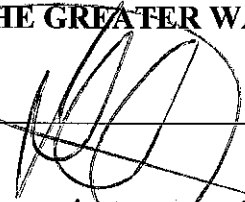
Date: _____

Print name: _____

WITNESSES:

THE GREATER WATERBURY YMCA

Sign: 

By: 

Print name: Allison Reklaitis

Its: Chief Executive Officer

Sign: 

Date: 4/22/22

Print name: Brandon Fitzgerald

ATTACHMENT A

1. Procurement Waiver documents (attached hereto)
2. YMCA proposal dated February 17, 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.

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 21st Century Programming – 7 sites

(Service or Commodity Covered by Purchase Order)

1/15/2022

(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 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**

☒

(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

☐

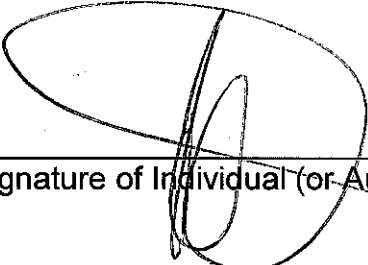
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

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 27th day of April 2022.

[Signature]

(Notary Public)

My Commission Expires: 6-30-2024



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: | |

INSURED

The Waterbury Young Men's Christian A
136 West Main Street
Waterbury, CT 06702

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



To: Honorable Board of Education

From: Darren Schwartz, Interim Deputy Superintendent

Date: April 28, 2022

Subject: Summer Day Camp Program at Boys and Girls Club of Greater Waterbury

The Department of Education respectfully requests your review and approval of this contract with the Boys and Girls Club of Greater Waterbury for a summer day camp program at the Club's facility located at 1037 East Main Street in Waterbury.

The Department's Elementary and Secondary School Emergency Relief (ESSER) II Grant will be used to fund this program. The approved grant budget includes funding to partner with local community organizations to provide summer program opportunities for students. This contract, in the not to exceed amount of **\$111,840.00**, will fund camp registration fees for up to 100 students to attend up to seven 1-week camp sessions this summer. Participation in this camp program will provide students with access to age appropriate educational and recreational activities during the summer months.

Please feel free to contact me with any questions. Thank you.

PROFESSIONAL SERVICES AGREEMENT
For
Boys & Girls Club Summer Enrichment Program
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 attendance for seven weeks at the Boys & Girls Club Summer Enrichment Program for ninety-six Waterbury children ages 6-14, including all associated registration and fees; 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 attendance for seven weeks at the Boys & Girls Club Summer Enrichment Program for ninety-six

Waterbury children ages 6-14 per week, including all associated registration and fees

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 June 27, 2022, pending all necessary approvals, and terminate August 11, 2022, 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 Eleven Thousand Eight Hundred Forty dollars (\$111,840.00).

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, 1st 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 BOYS & GIRLS CLUB OF
GREATER WATERBURY, INC.**

Sign: Wendy Anderson

Print name: Wendy Anderson

By: 

Karen Smith

Its: Executive Director

Sign: D. P.

Print name: Drew Postupack

Date: 4-27-22

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 20th day of April, 2022.

Ashley O'Connor, Secretary of the Board

**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

Boyst & Girls Club of Gr. Waterbury
Name of Corporate Signatory
1037 East Main St. Waterbury, CT
Address of Business

Affix
Corporate
Seal

By: _____
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)

Kevin 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



BOYS&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).

| | |
|---|--|
| PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033 | CONTACT NAME: Amy E. Fedele PHONE (A/C, No, Ext): (860) 430-3252 252 FAX (A/C, No): E-MAIL ADDRESS: afedele@smithbrothersusa.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Twin City Fire Insurance INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Boys & Girls Club of Greater Waterbury, Inc 1037 East Main Street Waterbury, CT 06705 | NAIC # 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 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 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 <input type="checkbox"/> 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 | <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 \$ 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"/> 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

CANCELLATION

| | |
|--|---|
| City Of Waterbury 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 |
|--|---|

**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:

Karen Senich

Signature of Authorized Representative:



Date:

4-27-22

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

☒

(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 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

☐

(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



To: Honorable Board of Education

From: Darren Schwartz, Interim Deputy Superintendent

Date: April 28, 2022

Subject: PAL Summer Basketball Program

The Department of Education respectfully requests your review and approval of this contract with Waterbury Police Activity League (PAL) for a Summer Basketball Program at PAL's facility located at 64 Division Street in Waterbury and Wilby High School.

The Department's Elementary and Secondary School Emergency Relief (ESSER) II Grant will be used to fund this program. The approved grant budget includes funding to partner with local community organizations to provide summer program opportunities for students. This contract, in the not to exceed amount of **\$81,510.00**, will fund all fees associated with six-week summer basketball program for up to 300 students, playoff and championship games, once week clinic with basketball professional and family fun night.

The program is scheduled to run from July 18, 2022 through August 26, 2022.

PROFESSIONAL SERVICES AGREEMENT

For

PAL Summer Basketball Program

between

The City of Waterbury, Connecticut

and

Police Activity League of 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 Police Activity League of Waterbury, Inc. ("PAL"), an organization located at 64 Division 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 summer basketball program for 300 Waterbury students in grades 4-12; 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 summer basketball program for 300 Waterbury students in grades 4-12, including but not limited to:

- 6-week basketball program (Monday through Thursday) for 300 players

- Playoff and Championship games
- Team shirt and basketball for 300 players
- One-week clinic with basketball professional
- Family fun night

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 documents (attached hereto)
- 1.1.2 PAL 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 documents
- 1.2.3 PAL 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 July 18, 2022, pending all necessary approvals, and terminate August 26, 2022, 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-One Thousand Five Hundred Ten dollars (\$81,510.00).

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 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 Procurement Waiver documents and (ii) the Consultant's proposal responding to the aforementioned Procurement Waiver 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: Police Activity League of Waterbury, Inc.
64 Division Street
Waterbury, CT 06704

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st 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.waterburvct.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:

POLICE ACTIVITY LEAGUE OF
WATERBURY, INC.

Sign: Lee Farley

By: [Signature]

Print name: Lee Farley

Its: President

Sign: [Signature]

Date: 04/28/22

Print name: Therese Bessette

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. PAL 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2021

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).

| | | | |
|--|--|--|--|
| PRODUCER Insurlynx LLC 10 Broadway 2nd Floor Bldg 2 Trumbull CT 06611 | | CONTACT NAME: Cindy Hartsburg PHONE (A/C, No, Ext): 203.538.0508 E-MAIL ADDRESS: chartsburg@insurlynx.com FAX (A/C, No): 888.809.2345 | |
| INSURED Police Activity League of Waterbury, Inc dba Waterbury PAL 64 Division Street Waterbury CT 06704 | | INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO INSURER B: PHILADELPHIA IND INS CO INSURER C: INSURER D: PHILADELPHIA IND INS CO INSURER E: TRAVELERS PROP CAS CO OF AMER INSURER F: PHILADELPHIA IND INS CO | |
| | | NAIC # 18058 18058 18058 25674 18058 | |

COVERAGES**CERTIFICATE NUMBER: 980****REVISION NUMBER: 1**

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 | ADOL 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: SEXUAL ABUSE | Y | Y | PHPK2274536 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE | \$ 1,000,000 | |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | | | \$ 100,000 | | |
| | MED EXP (Any one person) | | | | | | \$ 0 | | |
| | PERSONAL & ADV INJURY | | | | | | \$ 1,000,000 | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2274536 | 07/01/2021 | 07/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | |
| | BODILY INJURY (Per person) | | | | | | \$ | | |
| | BODILY INJURY (Per accident) | | | | | | \$ 1,000,000 | | |
| | PROPERTY DAMAGE (Per accident) | | | | | | \$ | | |
| D | <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 | | | PHUB768042 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE | \$ 1,000,000 | |
| | AGGREGATE | | | | | | \$ 1,000,000 | | |
| | | | | | | | \$ | | |
| | | | | | | | \$ | | |
| E | 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 | N/A | N | 7PJUB-1K62479-6-21 | 12/09/2021 | 12/09/2022 | <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 | |
| F | ACCIDENT | | | PHPA082781 | 07/01/2021 | 07/01/2022 | MAX BENEFIT RETENTION | \$50,000 \$0 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. D&O -Policy: PHSD1578895 Effective date: 11/01/2020 Expiration: 11/01/2021; Limit: \$1,000,000 Aggregate: \$1,000,000; \$5K RETENTION

A. Cyber Security Policy: PHPK2274536 Effective date: 07/01/2021 Expiration Date: 07/01/2022; Aggregate: \$25,000 Deductible: \$0

A. Liquor Liability Policy: PHPK2274536 Effective date: 07/01/2021 Expiration Date: 07/01/2022; Each Occurrence: \$1,000,000; Aggregate: \$1,000,000

CERTIFICATE HOLDER**CANCELLATION**

Master COI

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

Cindy Hartsburg

MEMORANDUM

Date: April 28, 2022
To: Waterbury Board of Education
From: Jade L. Gopie, Assistant Superintendent *JLG*
Subject: Contract with Connecticut Junior Republic for Behavioral Health Clinicians and the SAFE (Success Always Follows Education) Program

Waterbury Public Schools would like to contract with Connecticut Junior Republic (CJR) with the purpose of providing services to support and augment the educational and mental health needs of the students enrolled in the Waterbury Public School system. The services that CJR shall provide consist of 6 full time school based health clinicians and the SAFE Program (Success Always Follows Education).

The two year contract was initiated under a sole source proposal from Connecticut Junior Republic dated March 7, 2022. The annual cost of the 6 behavioral health clinicians and the SAFE Program is \$902,482. The funding sources for the above referenced programs are ESSER1, ESSER 3 and IDEA Funding.

The school based clinicians program will assign one behavioral health clinician to the designated school. Each clinician will provide individual, group and when appropriate family counseling to students identified in need by school personnel. The clinicians will coordinate services with the support staff team in the school, attend meetings, case management and outreach, and assist in crisis intervention. The clinicians will support the students and families on their caseload throughout the entire school year and offer continued services throughout the summer.

The Waterbury Success Always Follows Education (SAFE) Program's design is to engage and intervene with students exhibiting at-risk behaviors. Program coordinators will collaborate with school staff to progress monitor the students, provide support and wrap around services to the identified students and their families until the student graduates from high school. In addition, student participants will attend an after school academic support and enrichment program, 5 days per week and participate in a summer service learning opportunity.

Please feel free to contact me should you have any questions. Thank you for your consideration.

Jade L. Gopie
Assistant Superintendent

PROFESSIONAL SERVICES AGREEMENT
For
SAFE Program and School-Based Clinic Program
between
The City of Waterbury, Connecticut
and
Connecticut Junior Republic Association, 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 CONNECTICUT JUNIOR REPUBLIC ASSOCIATION, INC. ("CJR"), a Connecticut domestic corporation located at 550 Goshen Road, Litchfield, 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 two (2) one-year terms of the Waterbury Success Always Follows Education ("SAFE") program and School Based Clinic Program for Waterbury Public School students exhibiting at-risk behaviors; 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 (2) one-year terms of the Waterbury Success Always Follows Education ("SAFE") program and School Based Clinic Program for Waterbury Public School students exhibiting at-risk

behaviors, including but not limited to the following:

- Program coordinators will collaborate with school staff to progress monitor the students, provide support, and wrap around services to the identified students and their families until the student graduates from high school
- Student participants will attend an after school academic support and enrichment program, five days per week and participate in a summer service-learning
- School-based clinician program will assign six behavioral health clinicians to designated Waterbury Public Schools to provide individual, group and family counseling to students identified in need by school personnel
- Program space at 80 Prospect Street, Waterbury for the SAFE program, including facilitation of transportation home
- Minimum of quarterly meetings between CJR Clinic Director and CJR Director of Community Programs and Waterbury Public Schools personnel
- Data on program outcomes and benchmarks

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 CJR Letter of Intent and Memorandum of Understanding dated March 7, 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 CJR Letter of Intent and Memorandum of Understanding dated March 7, 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 July 1, 2022, pending all necessary approvals, and terminate June 30, 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 shall not exceed One Million Eight Hundred Four Thousand Nine Hundred Sixty-Four dollars (\$1,804,964.00), payable in equal monthly installments.

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, its Board of Educations and Connecticut Junior Republic Association, Inc. 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, the Waterbury Board of Education, and Connecticut Junior Republic Association, Inc. 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: Connecticut Junior Republic Association, Inc.
550 Goshen Road
Litchfield, CT 06759

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st 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:

**CONNECTICUT JUNIOR REPUBLIC
ASSOCIATION, INC.**

Sign: Patricia Shishka

Print name: Patricia Shishka

By: Dan. W. Rezende

Daniel W. Rezende

Its: President + CEO

Sign: Janet L. Veras

Print name: Janet L. Veras

Date: 4/28/22

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. CJR Letter of Intent and Memorandum of Understanding dated March 7, 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.



ESSER/ARP Monthly Expenditure Report
May 2, 2022 BOE Workshop

ESSER I

Beginning Date March 2020
 Ending Date September 2022

Total Grant : \$9,394,519

Public Portion - \$8,462,310
 \$7,893,816 YTD Exp/Enc
 \$568,494 YTD Balance

Non-Public Portion - \$ 932,209
 \$894,698 YTD Exp/Enc
 \$37,511 YTD Balance

ESSER II

Beginning Date December 2020
 Ending Date September 2023

Total Grant : \$41,651,124

\$8,685,346 YTD Exp/Enc
 \$32,965,778 YTD Balance

ARP ESSER III

Beginning Date May 2021
 Ending Date September 2024

Total Grant : \$89,691,176

\$3,744,657 YTD Exp/Enc
 \$85,946,519 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, Carrington BMS Upgrades, HVAC Repairs at Reed,
WAMS, Career, and West Side.
Covid staff testing fees; Fire safety equipment
Bilingual materials
- ESSER II** GF Staff Retainage- Maintainers staff, IT staff and School Counselors.
Facility Study; Summer School Program;
Recruitment - UCONN Resident & Nex-Gen programs
Summer Camps – YMCA and Boys & Girls Club
Transportation for Summer School
CTE Supplies and Wilby Greenhouse Renovation
Food Service Deficit;
Contracted Project Manager Services
Summer school program supplies
Portrait of Graduate Development and Assessment
- ARP ESSER III** (2) PT Crisis Youth Intervention Clinicians;
Extra Class Stipends for Teachers covering shortage areas;
CT Center for School Change;
Outside Counsel Legal Fees for ARP ESSER Contracts;
Curriculum Update- Pear Deck & Legends of Learning; Instructional supplies (Schools)
State Street Playground Equipment
HVAC projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan
Replacement.

Waterbury Board of Education

FY2021-2022

**March
Expenditure Report**

| ACCOUNT | CLASSIFICATION | FY 22 ORIGINAL BUDGET | FY 22 ADJUSTED BUDGET | MARCH EXPENDITURE | MARCH ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|--------------------------|----------------------------------|--------------------------|--------------------------|----------------------|----------------------|---------------------|----------------------|-------------------------|
| Salaries | | | | | | | | |
| 511101 | Administrators | \$9,148,549 | \$9,148,549 | \$6,096,560 | \$0 | \$3,051,989 | \$8,819,778 | \$328,771 |
| 511102 | Teachers | \$60,583,833 | \$60,583,833 | \$36,098,050 | \$0 | \$24,485,783 | \$58,625,901 | \$1,957,932 |
| 511104 | Superintendent | \$241,463 | \$241,463 | \$172,166 | \$0 | \$69,297 | \$246,463 | (\$5,000) |
| 511106 | Early Incentive Certified | \$825,000 | \$825,000 | \$1,068,612 | \$0 | (\$243,612) | \$1,068,612 | (\$243,612) |
| 511107 | Certified Coaches | \$770,000 | \$770,000 | \$249,354 | \$0 | \$520,646 | \$770,000 | \$0 |
| 511108 | School Psychologists | \$1,780,814 | \$1,780,814 | \$737,006 | \$0 | \$1,043,808 | \$1,203,902 | \$576,912 |
| 511109 | School Social Workers | \$1,982,826 | \$1,982,826 | \$1,041,423 | \$0 | \$941,403 | \$1,734,912 | \$247,914 |
| 511110 | Speech Pathologists | \$2,320,964 | \$2,320,964 | \$1,456,116 | \$0 | \$864,848 | \$2,246,426 | \$74,538 |
| 511111 | Ass. Superintendent | \$153,000 | \$153,000 | \$112,385 | \$0 | \$40,615 | \$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 | \$1,085,892 | \$0 | \$1,496,556 | \$2,338,481 | \$243,967 |
| 511202 | Clerical Wages | \$1,127,953 | \$1,127,953 | \$734,314 | \$0 | \$393,639 | \$1,021,854 | \$106,099 |
| 511204 | Crossing Guards | \$350,579 | \$350,579 | \$260,109 | \$0 | \$90,470 | \$392,981 | (\$42,402) |
| 511206 | Educational | \$508,703 | \$508,703 | \$126,297 | \$0 | \$382,406 | \$375,000 | \$133,703 |
| 511212 | Substitute Teachers | \$150,000 | \$150,000 | \$232,918 | \$38,195 | (\$121,113) | \$265,134 | (\$115,134) |
| 511215 | Cafeteria Aides | \$80,000 | \$80,000 | \$29,037 | \$0 | \$50,963 | \$80,000 | \$0 |
| 511217 | Library Aides | \$185,775 | \$185,775 | \$61,885 | \$0 | \$123,890 | \$103,008 | \$82,767 |
| 511219 | School Clerical | \$1,977,776 | \$1,977,776 | \$1,266,932 | \$0 | \$710,844 | \$1,902,634 | \$75,142 |
| 511220 | Fiscal Administration | \$592,955 | \$592,955 | \$366,402 | \$0 | \$226,553 | \$536,825 | \$56,130 |
| 511222 | Transportation Coordinator | \$111,666 | \$111,666 | \$79,455 | \$0 | \$32,211 | \$111,666 | \$0 |
| 511223 | Office Aides | \$170,000 | \$170,000 | \$92,194 | \$0 | \$77,806 | \$141,320 | \$28,680 |
| 511225 | School Maintenance Non-Certified | \$2,406,618 | \$2,406,618 | \$1,153,698 | \$0 | \$1,252,920 | \$1,893,006 | \$513,612 |
| 511226 | Custodians Non-Certified | \$5,816,675 | \$5,816,675 | \$3,258,781 | \$0 | \$2,557,894 | \$4,916,675 | \$900,000 |
| 511227 | Overtime - Outside Activities | \$250,000 | \$250,000 | \$108,059 | \$0 | \$141,941 | \$145,000 | \$105,000 |
| 511228 | Paraprofessionals | \$10,764,977 | \$10,764,977 | \$6,103,586 | \$0 | \$4,661,391 | \$9,683,883 | \$1,081,094 |
| 511229 | Bus Duty | \$250,000 | \$250,000 | \$2,184 | \$0 | \$247,816 | \$375,000 | (\$125,000) |
| 511232 | Attendance Counselors | \$124,517 | \$124,517 | \$76,818 | \$0 | \$47,699 | \$116,328 | \$8,189 |
| 511233 | ABA Behaviorial Therapist | \$1,756,450 | \$1,756,450 | \$811,997 | \$0 | \$944,453 | \$1,306,499 | \$449,951 |
| 511234 | Interpreters | \$190,522 | \$190,522 | \$93,155 | \$0 | \$97,367 | \$139,612 | \$50,910 |
| 511238 | Swing SSPP | \$0 | \$0 | \$5,144 | \$0 | (\$5,144) | \$4,805 | (\$4,805) |
| 511236 | Snow Removal | \$0 | \$0 | \$73,151 | \$0 | (\$73,151) | \$57,913 | (\$57,913) |
| 511650 | Overtime | \$640,000 | \$640,000 | \$585,695 | \$0 | \$54,305 | \$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 | \$90,697 | \$0 | \$461,076 | \$551,773 | \$0 |
| 511800 | Vacation and Sick Term Payout | \$207,669 | \$207,669 | \$137,544 | \$0 | \$70,125 | \$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 | \$43,736 | \$0 | \$31,264 | \$75,000 | \$0 |
| 529003 | Meal Allowances | \$19,800 | \$19,800 | \$17,715 | \$3,230 | (\$1,145) | \$19,800 | \$0 |
| Subtotal Salaries | | \$114,814,820 | \$114,814,820 | \$69,943,471 | \$41,425 | \$44,829,924 | \$108,395,764 | \$6,419,056 |

| ACCOUNT | CLASSIFICATION | FY 22 ORIGINAL BUDGET | FY 22 ADJUSTED BUDGET | MARCH EXPENDITURE | MARCH ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|------------------------------------|---------------------------------|--------------------------|--------------------------|----------------------|----------------------|--------------------|---------------------|-------------------------|
| Purchased Services | | | | | | | | |
| 533000 | Professional Services | \$1,850,000 | \$1,450,000 | \$961,103 | \$298,040 | \$190,858 | \$1,237,142 | \$212,858 |
| 533009 | Evaluation | \$12,500 | \$2,500 | \$1,405 | \$0 | \$1,095 | \$2,500 | \$0 |
| 533020 | Consulting Services | \$337,125 | \$337,125 | \$176,311 | \$112,970 | \$47,844 | \$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 | \$7,000 | \$0 |
| 539008 | Messenger Service | \$24,978 | \$24,978 | \$19,312 | \$4,828 | \$838 | \$24,978 | \$0 |
| 543000 | General Repairs & Maintenance | \$1,263,103 | \$1,478,103 | \$1,046,105 | \$357,316 | \$74,682 | \$1,528,103 | (\$50,000) |
| 543011 | Maintenance - Service Contracts | \$730,000 | \$730,000 | \$466,064 | \$253,596 | \$10,340 | \$730,000 | \$0 |
| 544002 | Building Rental | \$562,674 | \$562,674 | \$412,817 | \$121,606 | \$28,251 | \$562,674 | \$0 |
| 545002 | Water | \$270,000 | \$270,000 | \$125,940 | \$0 | \$144,060 | \$270,000 | \$0 |
| 545006 | Electricity | \$3,129,855 | \$3,054,855 | \$2,087,378 | \$252,370 | \$715,107 | \$3,054,855 | \$0 |
| 545013 | Security/Safety | \$125,000 | \$125,000 | \$64,496 | \$55,809 | \$4,696 | \$150,000 | (\$25,000) |
| 551000 | Pupil Transportation | \$16,856,266 | \$16,856,266 | \$7,769,885 | \$9,086,381 | \$0 | \$15,973,219 | \$883,047 |
| 553001 | Postage | \$60,000 | \$60,000 | \$29,041 | \$0 | \$30,959 | \$60,000 | \$0 |
| 553002 | Telephone | \$250,000 | \$250,000 | \$107,475 | \$6,189 | \$136,336 | \$250,000 | \$0 |
| 553005 | Wide-area Network (SBC) | \$93,600 | \$93,600 | \$3,797 | \$3,367 | \$86,436 | \$93,600 | \$0 |
| 556055 | Tuition - Outside | \$9,700,000 | \$9,700,000 | \$5,441,057 | \$3,774,473 | \$484,470 | \$11,870,955 | (\$2,170,955) |
| 556056 | Purchased Service - Outside | \$3,000,000 | \$3,300,000 | \$1,642,977 | \$1,517,493 | \$139,531 | \$3,646,194 | (\$346,194) |
| 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 | \$7,500 | \$12,500 |
| 559001 | Advertising | \$20,000 | \$13,000 | \$1,552 | \$1,180 | \$10,268 | \$7,500 | \$5,500 |
| 559002 | Printing & Binding | \$15,000 | \$22,000 | \$7,669 | \$11,137 | \$3,194 | \$22,000 | \$0 |
| 559104 | Insurance - Athletics | \$26,000 | \$21,036 | \$21,036 | \$0 | \$0 | \$21,036 | \$0 |
| Subtotal Purchased Services | | \$38,440,056 | \$38,447,092 | \$20,444,049 | \$15,856,754 | \$2,146,289 | \$39,925,336 | (\$1,478,244) |
| Supplies/Materials | | | | | | | | |
| 561100 | Instructional Supplies | \$1,620,000 | \$1,580,585 | \$974,868 | \$438,800 | \$166,917 | \$1,580,585 | \$0 |
| 561200 | Office Supplies | \$71,840 | \$78,854 | \$38,144 | \$24,867 | \$15,844 | \$78,854 | \$0 |
| 561204 | Emergency/Medical Supplies | \$2,000 | \$2,000 | \$1,359 | \$517 | \$125 | \$2,000 | \$0 |
| 561210 | Intake Center Supplies | \$3,500 | \$3,500 | \$2,626 | \$802 | \$72 | \$3,500 | \$0 |
| 561211 | Recruitment Supplies | \$50,000 | \$50,000 | \$19,371 | \$14,125 | \$16,504 | \$50,000 | \$0 |
| 561212 | Medicaid Supplies | \$12,500 | \$12,500 | \$128 | \$1,643 | \$10,729 | \$12,500 | \$0 |
| 561501 | Diesel | \$125,865 | \$132,885 | \$83,572 | \$29,103 | \$20,210 | \$132,885 | \$0 |
| 561503 | Gasoline | \$35,000 | \$162,000 | \$32,983 | \$50,975 | \$78,042 | \$55,000 | \$107,000 |
| 561505 | Natural Gas | \$1,666,000 | \$1,658,980 | \$1,079,395 | \$0 | \$579,585 | \$1,716,993 | (\$58,013) |
| 561507 | Janitorial Supplies | \$200,000 | \$200,000 | \$94,717 | \$104,020 | \$1,264 | \$200,000 | \$0 |
| 561508 | Electrical Supplies | \$50,000 | \$50,000 | \$20,260 | \$11,356 | \$18,384 | \$50,000 | \$0 |
| 561509 | Plumbing Supplies | \$100,000 | \$100,000 | \$70,895 | \$23,835 | \$5,270 | \$100,000 | \$0 |
| 561510 | Building & Ground Supplies | \$150,000 | \$195,000 | \$153,365 | \$39,363 | \$2,272 | \$195,000 | \$0 |
| 561511 | Propane | \$331,219 | \$204,219 | \$146,498 | \$3,317 | \$54,404 | \$204,219 | \$0 |
| 567000 | Clothing Supplies | \$40,000 | \$40,000 | \$28,393 | \$4,371 | \$7,237 | \$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 | \$84,954 | \$39,142 | \$13,305 | \$137,401 | \$0 |
| Subtotal Supplies/Materials | | \$4,604,924 | \$4,624,924 | \$2,845,215 | \$786,236 | \$993,473 | \$4,575,936 | \$48,988 |

| ACCOUNT | CLASSIFICATION | FY 22 ORIGINAL BUDGET | FY 22 ADJUSTED BUDGET | MARCH EXPENDITURE | MARCH ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|-------------------------------------|----------------------------|--------------------------|--------------------------|----------------------|----------------------|---------------------|----------------------|-------------------------|
| Property | | | | | | | | |
| 575008 | Furniture-Misc. | \$50,000 | \$20,464 | \$240 | \$453 | \$19,771 | \$20,464 | \$0 |
| 575200 | Office Equipment | \$160,000 | \$160,000 | \$34,010 | \$85,991 | \$39,999 | \$160,000 | \$0 |
| 575408 | Plant Equipment | \$40,000 | \$40,000 | \$31,885 | \$7,078 | \$1,037 | \$40,000 | \$0 |
| Subtotal Property | | \$250,000 | \$220,464 | \$66,134 | \$93,523 | \$60,807 | \$220,464 | \$0 |
| Other/Miscellaneous | | | | | | | | |
| 589021 | Mattatuck Museum | \$13,000 | \$13,000 | \$6,354 | \$6,021 | \$625 | \$13,000 | \$0 |
| 589034 | Board of Ed Commissioners | \$20,700 | \$20,700 | \$15,526 | \$0 | \$5,174 | \$20,700 | \$0 |
| 589036 | Emergency Fund | \$9,500 | \$9,500 | \$9,281 | \$0 | \$219 | \$9,281 | \$220 |
| 589201 | Mileage | \$20,000 | \$18,000 | \$3,216 | \$0 | \$14,784 | \$18,000 | \$0 |
| 589205 | Coaches Reimbursements | \$7,000 | \$7,000 | \$1,365 | \$0 | \$5,635 | \$7,000 | \$0 |
| 589900 | Dues & Publications | \$60,000 | \$64,500 | \$60,378 | \$278 | \$3,845 | \$64,500 | \$0 |
| 591002 | Transfer to Sinking Fund | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,990,020 | (\$4,990,020) |
| 591004 | Athletic Revolving Fund | \$135,000 | \$135,000 | \$65,600 | \$19,150 | \$50,250 | \$135,000 | \$0 |
| Total Other/Miscellaneous | | \$265,200 | \$267,700 | \$161,719 | \$25,449 | \$80,532 | \$5,257,500 | (\$4,989,800) |
| GRAND TOTAL OPERATING BUDGET | | \$158,375,000 | \$158,375,000 | \$93,460,588 | \$16,803,387 | \$48,111,025 | \$158,375,000 | \$0 |
| Other Additional Funding | | | | | | | | |
| | Alliance Non-Reform/Reform | \$27,881,827 | \$27,881,827 | \$16,375,018 | \$0 | \$11,506,809 | \$0 | \$27,881,827 |
| | 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 |
| Total Additional Funding | | \$31,506,827 | \$31,506,827 | \$16,375,018 | \$0 | \$15,131,809 | \$0 | \$31,506,827 |
| GRAND TOTAL ALL FUNDING | | \$189,881,827 | \$189,881,827 | \$109,835,606 | \$16,803,387 | \$63,242,834 | \$0 | \$31,506,827 |

**CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

5/16/2022

Board of Education

Board of Education Commissioners:

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2021/2022

FROM:

| Accounting Unit | Account | Description | Amount |
|-----------------|---------|---|----------------------------------|
| 86210001 | 511102 | Crosby - Teachers | (\$100,000) |
| 87512501 | 511102 | DW Reading - Teachers | (\$375,000) |
| 88510001 | 511102 | Special Education - Teachers | (\$500,000) |
| 88510002 | 511108 | Special Education - School Psychologists | (\$375,000) |
| 88031006 | 511226 | Plant Maintenance - Maintainers | (\$600,000) |
| 88031006 | 511225 | Plant Maintenance - School Maintenance | (\$600,000) |
| 88510001 | 511228 | Special Education - Paraprofessionals | (\$1,200,000) |
| 88510001 | 511233 | Special Education - ABA Therapists | (\$200,000) |
| TO: | | | |
| 88031006 | 591002 | Operation & Maint- Transfer to Sinking Fund | \$3,950,000 |
| TOTAL | | | \$3,950,000 (\$3,950,000) |

Respectfully Submitted,

Dr. Verna D. Ruffin

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Monday, May 2, 2022
BOARD MEETING: Tuesday, May 16, 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 recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

| GROUP | FACILITIES AND DATES/TIMES |
|----------------------------|--|
| Human Resources C. Lamb | Wilby café, aud., classrooms: Sat.& Sun. July 9 th & 10 th 7:00am – 4:00pm (Firefighter exam) |
| W. Cross PTA | W.Cross gym: Sat., May 7 th 9:00am – 12:00pm (flower sale) |
| M. Harris | Career Academy gym: Wed., May 4 th 2:15 – 4:00 pm (rehearsal) Thurs., May 5 th 4:00-8:00 pm (talent show) |
| Park & Rec. V. Cuevas | Crosby/Wallace, Wilby/North End, West Side Middle Sch. June 23 rd thru Aug. 5 th Mon. thru Fri. 7:30am – 3:30pm (Summer Program) |

Approved

Ann Sweeney

Dr. Verna D. Ruffin
 Superintendent of Scho

Book

SCHOOL PERSONNEL USE ONLY

APR 27 2022

DATE: April 27, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Cherrie Lamb, Human Resources

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WILBY SCHOOL/CAFÉ/AUDITORIUM
WILBY SCHOOL - CLASSROOMS

☒ Auditorium/Theater Arts ☒ Cafeterias ☐ Swimming Pool ☒ Classrooms

DATES REQUESTED: Saturday, July 9, 2022
FROM: 7:00 am TO: 4:00 pm

DATES REQUESTED: Sunday, July 10, 2022
FROM: 7:00 am TO: 4:00 pm

FOR THE FOLLOWING PURPOSES:

- Entry Level Firefighter Written and Oral Examinations
- Expecting approximately 400 Candidates
- Sign-in Begins at 8:00am
- Two 6 foot sign-in tables in main entrance of café
- One 6 foot table in each cafeteria
- Clear all Teacher's desk - will arrange which floor with Principal


APPLICANT

4/27/2022
DATE

.....

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

DATE: 4-28-22

TO: SCHOOL BUSINESS OFFICE

FROM: W. CROSS PTA

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: W. CROSS

☐ AUDITORIUM ☒ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Saturday May 7th

FROM 9:00 am/pm TO 12:00 am/pm

FOR THE FOLLOWING PURPOSES:

Flower Sale

APPLICANT Jme

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

APR 27 2022

SCHOOL PERSONNEL USE ONLY

DATE: 4.27.22

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Harris - WCA

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wabburg Career Academy

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 5/4/22 : 5/5/22
FROM: 2:15 pm 4:00 pm am/pm TO: 4:00 pm - 5/4 8:00 pm am/pm 5/5

FOR THE FOLLOWING PURPOSES:

Wed 5/4 - Rehearsal for the talent show

Thurs 5/5 - Talent show

[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.

APR 19 2022

SCHOOL PERSONNEL USE ONLY

DATE: 4/19/22

TO: SCHOOL BUSINESS OFFICE

FROM: VICTOR CUEVAS

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

WALLACE, CROSBY, NORTH END Middle, Wilby HS
WESTSIDE Middle!

NAME OF SCHOOL REQUESTED: _____

☒ Auditorium

☒ Gymnasium

☒ Swimming Pool

☒ Café/Rooms

MEDIA CENTER
12 classrooms
@ each school
for the exception
of WSMS only
need 8 class
rooms

DATES REQUESTED: JUNE 23 - Aug 5TH

FROM: 7:30 AM am/pm

TO: 3:30 am/pm

FOR THE FOLLOWING PURPOSES:

RECREATION Summer program grades 1ST....8TH.

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.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Monday, May 2, 2022
BOARD MEETING: Tuesday, May 16, 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.

| GROUP | FACILITIES AND DATES/TIMES |
|-----------------------------------|---|
| <u>REQUESTING WAIVERS:</u> | |
| Grandville Academy M. Mosley | Reed café & 5 classrooms: Sat., July 9, 16, 30 9am – 1pm |
| | and Aug. 6 9am – 2pm (\$ 882.) |
| | WAMS apron stage: Sat., July 23 rd 8:45am – 2:00pm (\$ 525.) (Enrichment Program) |
| City Youth Theater S. Davis | Kennedy aud.: Tues. & Thurs. 5/24 – 6/30 6 – 8 pm (rehearsals) (\$1,134.) |
| | Rotella aud.: 5/21 & 5/22 12-4pm (auditions) |
| | Rotella aud.: 7/1, 2, 3, 6, 7 6-8pm (rehearsals) |
| | Rotella aud.: 7/15 & 16 5-10pm (shows) |
| | Rotella aud.: 7/17 12-4pm (show) (\$4,293.) |

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

MONIES COLLECTED TO DATE:

\$ 18,481.75

Approved:

Ann Sweeney

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#

APPLICANT Maurice Mosley NAME OF ORGANIZATION Coranville Academy
ADDRESS 66 Redbat Rd Waterbury 06705 TELEPHONE # 203 598 4101 cell
(street) (city) (state) (zip code)
SCHOOL REQUESTED Reed DATES 7/9, 16, 30 ROOM(S) 5 classrooms (close 2pm)
Kitchen on 8/6th
OPENING TIME 9am CLOSING TIME 1pm PURPOSE Enrichment program
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 8 CHILDREN 50
SIGNATURE OF APPLICANT _____ DATE 4/22/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Maurice Mosley (see above)

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. MBM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (\$882.)

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.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

July 9, 16, 30
9AM - 1pm
Aug. 6
9AM - 2pm

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with application for Building Permit)

APPLICANT/ORGANIZATION:

Coranville Academy

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Jonathon Reed

DATE(S): 4/7/22

TIMES: 9⁰⁰ to 1⁰⁰ pm

DATE(S): 7/9/22

TIMES: "

DATE(S): 7/14/22

TIMES: "

DATE(S): 7/30/22

TIMES: "

DATE(S): 8/6/22

TIMES: 9 to 2 pm

DATE(S): _____

TIMES: _____

4/22/22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____

Building Usage Fees

\$ 882.5

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#

Book
APPLICANT Maurice Mosley NAME OF ORGANIZATION Granville Academy
ADDRESS 66 Redboat Rd Waterbury TELEPHONE # 203 5984101
(street) (city) (state) (zip code)
SCHOOL REQUESTED WAMS DATES July 23, 2022 ROOM(S) Apron Stage
OPENING TIME 8:45^{am} CLOSING TIME 2pm PURPOSE Play
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN 60
SIGNATURE OF APPLICANT [Signature] DATE 7/22/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Maurice Mosley - (see above)

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. MM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. 2 (\$525.)

RENTAL FEES: _____

MISCELLANEOUS FEES: \$55/HR. (\$275.)

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 Building Permit)



APPLICANT/ORGANIZATION: Granville Academy

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: WAMS - Apron Stage

DATE(S): 7/23/22

TIMES: 8:45 - 2 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

4/22/22
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ 275.00
Building Usage Fees

\$ 525.00
Custodial Fees

\$ _____
Security Deposit

I.T.

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

Book

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 Shelby Davis NAME OF ORGANIZATION City Youth Theater
ADDRESS 42 Mountain Lane Dr. TELEPHONE # 203 437 0325
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy DATES attitude ROOM(S) Stage / Aud.
OPENING TIME 6 pm CLOSING TIME 8 pm PURPOSE Rehearsal
EMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 10
SIGNATURE OF APPLICANT Shelby Davis DATE 3/21/02
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. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PERCENT. (\$1134.)
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.

COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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

ALL 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.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

See Attached Schedule

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)



APPLICANT/ORGANIZATION:

City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Kennedy Aud.

DATE(S): 5/24, 5/31, 6/2

TIMES: 6-8 pm

DATE(S): 4/7, 9, 21, 23, 28, 30

TIMES: "

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

4-28-22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1134
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

Back

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 Shelby Davin NAME OF ORGANIZATION City Youth Theater
ADDRESS 42 Mountain Lane (street) (city) (state) (zip code) TELEPHONE # 203 437 0325
SCHOOL REQUESTED Rotella DATES attache ROOM(S) Stage / Aud.
OPENING TIME --- CLOSING TIME --- ATTACHMENT PURPOSE Rehearsal
MISSION (if any) --- CHARGE TO BE DEVOTED TO ---
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 10
SIGNATURE OF APPLICANT Shelby Davin DATE 3/21/02

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Shelby Davin

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: \$42/HR plus 1 HR SERVICE PERCENT. (\$4293)

RENTAL FEES:

MISCELLANEOUS FEES: \$55/HR Tech

SECURITY DEPOSIT \$ --- INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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. 574-8963 FIRE DEPT. 597-3452

ALL 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.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

See Attached Schedule

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)



APPLICANT/ORGANIZATION:

City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Rotella

Aud.

DATE(S): 5/21, 22

TIMES: 12 - 4 PM

DATE(S): 7/1, 2, 3, 6, 7

TIMES: 6 - 8 PM

DATE(S): 7/15, 16

TIMES: 5 - 10 PM

DATE(S): 7/17

TIMES: 12 - 4 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

4-28-22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

4,293.

Custodial Fees

\$

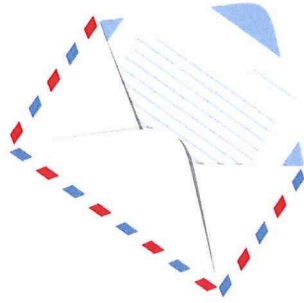
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

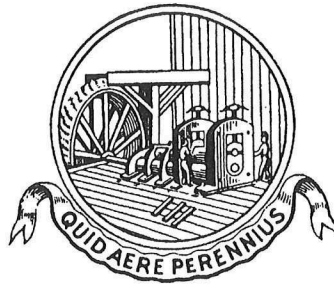
Clerk, Board of Education



COMMUNICATIONS



**April 22, 2022 through
April 29, 2022**



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 13, 2022

Charmaine Rivera
586 Highland Ave., Fl. #3
Waterbury, CT 06708

Dear Ms. Rivera:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584U) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be April 25, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 28, 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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

April 13, 2022

Justin Gladding
68 Roundtree Dr., Unit 3
Naugatuck, CT 06770

Dear Mr. Gladding:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022683) at \$15.54 per hour. Please contact Michael Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 28, 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 April 21, 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
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michael 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

April 19, 2022

Asma Farooqi
43 Melbourne Terrace
Waterbury, CT 06704

Dear Ms. Farooqi:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021739) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be April 25, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 28, 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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

April 21, 2022

Ivette Campos
152 Washington St.
Waterbury, CT 06706

Dear Ms. Campos:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584S) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be April 25, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 28, 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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

April 21, 2022

Younes Hattani
33 West Clay St.
Waterbury, CT 06706

Dear Mr. Hattani:

Your name is being certified to the Department of Education for the position of Painter Foreman (Req. #2015579) at \$25.56 per hour.

Your official start date was April 7, 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

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Monday, April 25, 2022 1:14 PM
To: Tim Moynahan
Cc: cmancini@wolcottps.org; agasper@wolcottps.org; nkollchaku@wolcottps.org; RLeonard@wolcottps.org; dtherrien@wolcottps.org; CCharette@wolcottps.org; tgugliotti@wolcottps.org; KCordone@wolcottps.org; cgaffney@wolcottps.org; KMazza@wolcottps.org; michael.bonnardi@naugatuck.k12.ct.us; melissa.carbone@naugatuck.k12.ct.us; melissa.cooney@naugatuck.k12.ct.us; elizabeth.kennedy@naugatuck.k12.ct.us; John.Lawlor@naugatuck.k12.ct.us; Alan.Merly@naugatuck.k12.ct.us; Caroline.Messenger@naugatuck.k12.ct.us; Christopher.Montini@naugatuck.k12.ct.us; theresa.rangel@naugatuck.k12.ct.us; Nicole.Reichardt@naugatuck.k12.ct.us; Bernice.Rizk@naugatuck.k12.ct.us; JenniferDube@bristol.k12.org; KristenGiantonio@bristol.k12.org; DanteTagariello@bristol.k12.org; EricCarlson@bristol.k12.org; ShelbyPons@bristol.k12.org; JohnSklenka@bristol.k12.org; ToddSturgeon@bristol.k12.org; KarenVibert@bristol.k12.org; ChristopherWilson@bristol.k12.org; peterkelley@bristolct.gov; CatherineCarbone@bristol.k12.org; BOEAdmin@bristol.k12.org; mmanzo@region15.org; sattick@region15.org; scavallo@region15.org; jcookson@region15.org; hdwyer@region15.org; hroddgers@region15.org; rspierto@region15.org; ssuriani@region15.org; tmarks@region15.org; pvaccarelli@region15.org; Region15BOE@Region15.org; jsmith@region15.org; hszymanski@region15.org; bjehning@region15.org; szwick@region15.org; cwash@region15.org; ablais@region15.org; jnelson@region15.org; rplasky@region15.org; mhayes1@region15.org; jmurphy@region15.org; jbourque@region15.org; mbernardi@region15.org; egervasio@region15.org; sfurman@region15.org; jromeo@region15.org; cweremuth@region15.org; mmilo@region15.org; hpellicone@region15.org; RinaldiCa1@watertownps.org; MakowskiRo@watertownps.org; HoskingKa@watertownps.org; FaessaCh@watertownps.org; PalombaKr@watertownps.org; GavallasJo@watertownps.org; MalaguttiJa@watertownps.org; LawtonEl@watertownps.org; fcappabianca@torrington.org; JKissko@torrington.org; ehoehe@torrington.org; ECorey@torrington.org; Jrichardson@torrington.org; Ctodor@torrington.org; geucalitto@torrington.org; nfappiano@torrington.org; sdepretis@torrington.org; gburger@torrington.org; ELIZABETH BROWN; Carrie Swain; KAREN HARVEY; JUANITA HERNANDEZ; AMANDA NARDOZZI; Rocco Orso; CHARLES PAGANO; MELISSA SERRANO ADORNO; CHARLES L. STANGO; ANN SWEENEY; THOMAS VAN STONE SR.; Neil O'Leary; jmcgrath@waterburyct.org; jmancini@waterburyct.org; tjoef@waterburyct.org; kstanco@waterburyct.org; mwebster@waterburyct.org; adegrolamo@waterburyct.org; aldermanpernerewski@waterburyct.org; aldermanbrunelli@waterburyct.org; aldermandigiovancarlo@waterburyct.org; aldermanhunter@waterburyct.org; aldermanlopez@waterburyct.org; alderwomanmccarthy@waterburyct.org; aldermansalvio@waterburyct.org; alderwomanweaver@waterburyct.org; alderwoman cavallo@waterburyct.org; aldermanmatthews@waterburyct.org; aldermannoujaim@waterburyct.org; alderwomanzimmermann@waterburyct.org; aldermanmarkey@waterburyct.org; fspagnolo@wtbypd.org; Amy Guandalini; anna tornello; paula moynahan; Kimberly Fiorello; John Vecchione; G. Pugliese; Len Bellezza; Faith Ham; Robert Ham; tomwalsh tw3entertainment.com; Eric Brown; Post, Stephen G; Scott Powell; john@johnmdowd.com; richard@crane.la; Francis Donnarumma; Bergman, Jay (History); John Vecchione; Brum, Joe; Peggy Little; Andy Thibault; CHRISTINE HUNIHAN; Donna Achille; smathis@nccpllc.com; Tom Degnan; Gaetano Vaccaro; Ken O'Gara; Ned Bowman; Bob Stagg; Brosnan Risk Consultants; Carmen Anthony Vacalebre; marbillc@gmail.com; Paul Ryan; Maureen Donnarumma; Mara Ford; Jack Malley; Edmund Hartnett; Steven Wasserman; Steve Ryan; Peter Francisco; Christine Friedrich; Barbara Coleman; Susan Gouin; Kevin Gallagher; Lidia Couzo; Nicholas Nijelow; William Butka; Regina McNamara; Maria Vaccaro; Florence Mathis; Waldron, Gregory T; Catherine Smith; Keating, James; Kimberly Fiorello; Gregg.Jarrett@FOXNEWS.com; kim@wsj.com; Kimberly Lumia; Linda S; Andy Thibault; Aili Arisco; Antonio Soave; AFT Investigations; johnegan21@aol.com; leoconnertonjr@aol.com; Regina McNamara; jmajewski@nicholaslaw.net; John Zinno; pamsalamone@sbcglobal.net; Stephanie Gelman; Aili Arisco; Antonio Soave; Carmen Anthony Vacalebre; Lynnette Letsky Piombo; Anna Carabetta; Cristina@thelegalconsultgroup.com; Mario Landino; Laura Landino; Marcella Landino; lhm1

Cc: @comcast.net; kirbycenter@hillsdale.edu; Gary P. Byron; Hartley@senatedems.ct.gov; dylan0430@aol.com; henninger@wsj.com
Subject: It is funny how the corporate media places misleading labels on pieces of legislation in order to promote propaganda and disinformation.

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.

This is what ought to be taught in K - 8 and throughout our society for ever and ever. If we are deprived of the oxygen of free speech our democracy is suffocated and dies. The USA was founded in 1776. It went into precipitous decline in 2016. We are reaping the harvest of the subordination of a free press to sinister political partisanship. Only "we the people" embattled as we are, can unite to restore the fundamental ideals embedded in our Declaration required to make America dynamic again.

The evisceration of free speech is how the election was stolen from Trump : four years of mislabeling and disinformation.. Of course, he shares the blame. It's not funny but it is the most frightening of phenomena, election by propaganda, the antithesis of the land of Liberty and Constitutional government.

The current custom in journalism holds that legislation sponsored by Democrats carries the title preferred by Democrats, while a Republican-sponsored bill carries the title preferred by Democrats. Therefore modern newsroom policy dictates that President Joe Biden's desired assault on taxpayers shall be called "Build Back Better" but Florida's new law shielding 7-year-olds from state-sponsored gender identity lectures must be labeled "Don't Say Gay."

This policy of granting exclusive legislative naming rights to one party is of course intended to influence rather than inform public debates. In the case of Florida the specific intent is to bully state officials into accepting that even reasonable measures to ensure age-appropriate education and parental involvement will be mischaracterized by journalists as unacceptable bigotry. A bedrock principle of contemporary media is that government employees must not be denied the right to emote about sexuality in front of kindergarten classrooms.

The good news is that Florida officials still seem to prefer protecting kids to cowering before the woke mob that speaks for few Americans but enjoys disproportionate access to corporate megaphones. And this column can only imagine the derisive nickname that will soon be crafted by Democrats for reporters to describe the latest good sense from Tallahassee.

The Florida Department of Health is pushing back on guidance from the federal Department of Health and Human Services that promotes "gender-affirming care," including hormone treatments and even surgery on adolescents wrestling with sexual identity. Specifically, the Floridians say that the feds are ignoring the science that calls into question the value of such treatments on young people, as well as potential harms.

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

Website: www.moynahanlaw.com

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Carrie Swain

From: Robert Goodrich <rgoodrich@racce.net>
Sent: Tuesday, April 26, 2022 2:52 PM
To: ELIZABETH BROWN; LaToya Ireland; JUANITA HERNANDEZ; AMANDA NARDOZZI; Margaret O'Brien; Rocco Orso; CHARLES PAGANO; MELISSA SERRANO ADORNO; ANN SWEENEY; THOMAS VAN STONE SR.; Carrie Swain; Dr. Verna D. Ruffin
Cc: Lance Reynolds; Dennis Valera; Aaron Johnson
Subject: Waterbury Board of Education Testimony 4.26.2022: Wilby Teacher Attacks Student and ARP Funding
Attachments: RACCE_WBOE_ADDRESS_4262022.pdf

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.

President Sweeney and Vice President Hernandez

Please read and place the attached document to the official minutes for tonight's Waterbury Board of Education Meeting.

Regards,

Robert M. Goodrich

[/he-him-his/](#)

Co-Founder

R.A.C.C.E.

Radical Advocates for Cross-Cultural Education

(203) 597-7456

rgoodrich@racce.net

Like us on Facebook: www.facebook.com/RACCEWtby

Twitter: [@raccewtby](https://twitter.com/raccewtby)

Website: racce.net

Donate:

VENMO: @RACCE

“The obligation of anyone who thinks of himself as responsible is to examine society and try to change it and to fight it – at no matter what risk. This is the only hope society has. This is the only way societies change...”

~James Baldwin~

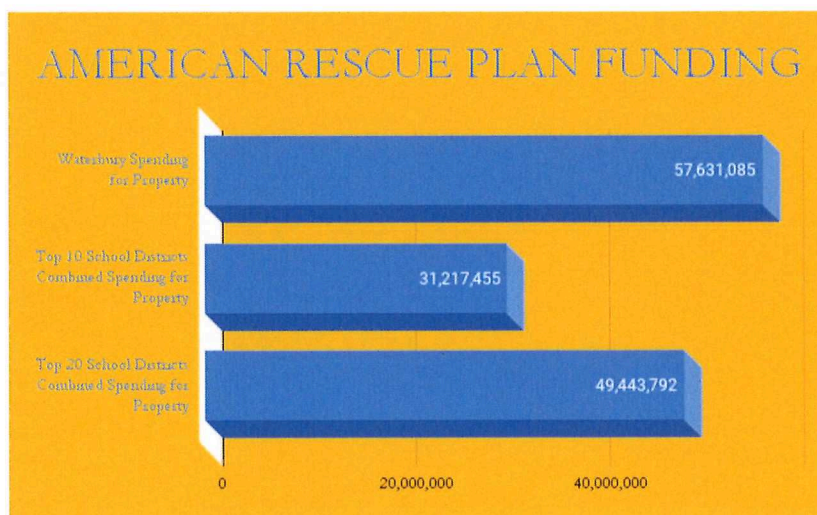
Ann M. Sweeney
President-Waterbury Board of Education
Juanita Hernandez
Vice President-Waterbury Board of Education
236 Grand Street
Waterbury, Connecticut 06702

April 26, 2022

RE: Waterbury Public Schools Planned Usage of Federal Covid Relief Funds For Property Improvement and Student Attacked by Wilby Teacher

President Sweeney and Vice President Hernandez

Today is the third time in 16 months that we are here to demand the use of American Rescue Plan (ARP) funding for schools be reflective of the direct needs and wants of students, parents, and staff, especially the meaningful input that was included in our community plan for a dozen investments that would advance racial equity and social justice in our schools. We came back to demand that you do not use ARP funds to purchase weapons detections systems for schools in February of this year. Now that the Waterbury application to use ARP funding has been conditionally approved we are here again to demand as stewards of all schools in Waterbury that you reconsider and adjust the egregious and unprecedented amount of funding being used to make property upgrades or maintenance with the \$89 million in ARP Funding.¹



Waterbury's conditionally approved plan allocates \$57 million of \$89 million in ARP funding towards building and property upgrades. In comparison, the twenty districts most similar to Waterbury in student population and grant size have only allocated \$49 million for similar expenses.

RACCE and community partners have organized and used direct stakeholder feedback to create a Community Supported Plan to use the ARP funding to advance racial equity and social justice in our schools. We have presented and shared the plan multiple times to Waterbury Superintendent Verna Ruffin and to members of this board. Your silence and lack of response to our work is frustrating. We believe it is a blatant decision to turn their backs on the students of this community. These decisions and the manner in which they have been made are easily perceived by us as untoward, representative of the lack of respect and care for students, especially Black and Brown students, English Language Learning students, and LGBTQIA+ students.

¹ Conditional Approval Letter from CSDE can be accessed here: <https://bit.ly/3MypoJ2>

The straightforward fact is property upgrades and maintenance should not be done with COVID-19 relief funds. I believe if those in power want to make building upgrades it should be done on a regular basis or through a bonding process with a capital improvement plan that gets a full public vetting.

Our Mayor, Neil O'Leary, Superintendent Ruffin, and the members of this board were put in these positions to be responsible stewards for all students of Waterbury. The investment of COVID-19 relief funds needed to go directly into our students, educators, staff, and programming...not property.

During the week of March 15th, a white male teacher at Wilby pushed and shoved a 15 year old female black student repeatedly over 5 minutes. A video of this attack was shared with Wilby administrators and Matt Brown, Chief Turnaround Officer in a meeting on April 1st.² A month after that meeting, the child is still unable to deal with the stress and trauma of this tragic moment and remains home. The mother of the victim, Maxine Rudolph has given us permission to share their demands with you tonight.

1. Mr. Bickley be terminated and this to be confirmed through an official communication from the district.
2. All supervisory staff involved be (re)trained with the approval of the family.
3. The victim, a student, Maxine's daughter be placed and supported in the educational setting of their choice.
4. Wilby H.S. partner with a community-based organization to provide Know Your Rights training for students.

Respectfully,

Robert M. Goodrich
Executive Director
RACCE
rgoodrich@racce.net
(203) 597-7456

*RCB.
duplicate
@ 4/26/22
Boe meeting.*

² Trigger Warning, Video of teacher pushing and shoving a student can be accessed here: <https://vimeo.com/696730157>

Carrie Swain

From: bklbss@charter.net
Sent: Tuesday, April 26, 2022 4:20 PM
To: Carrie Swain
Cc: ELIZABETH BROWN; JUANITA HERNANDEZ; AMANDA NARDOZZI; Rocco Orso; CHARLES PAGANO; MELISSA SERRANO ADORNO; ANN SWEENEY; THOMAS VAN STONE SR.; 'brian@waterbury.k12.ct.us'; 'lireland@waterbury.k12.ct.us'; Tara Shaw; 'bklbss@charter.net'
Subject: Public Hearing Request

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.

Good Afternoon Carrie,

My name is Katie Nunez and I was separated from the City of Waterbury in November 2021 in retaliation for notifying the City of Waterbury of my religious exemption from weekly Covid testing. Although I was given notice to request a public hearing in writing within a 10 day timeframe I did not at that time because I was very distraught over the illegal discrimination I was experiencing from the District I didn't realize I needed to do it. I thought it was best for communication to be done in writing for both our our benefits. However, in light of the recent lift in mandates for weekly Covid testing in Connecticut I'd like to request a public hearing at this time in effort to see if there is any remedy to my situation. Please forward my request to the Board of Education members.

Thank you for your attention.

Katie Nunez

CC

City of Waterbury Board Members via email

Elizabeth Brown (ebrown@waterbury.k12.ct.us)
Juanita Hernandez (jhernandez@waterbury.k12.ct.us)
Amanda Nardozzi (amanda.nardozzi@waterbury.k12.ct.us)
Rocco Orso (rorso@waterbury.k12.ct.us)
Charles Pagano (cpagano@waterbury.k12.ct.us)
Melissa Serano-Adorno (mserranoadorno@waterbury.k12.ct.us)
Ann Sweeney (asweeney@waterbury.k12.ct.us)
Thomas Van Stone, Sr (tvanstone @waterbury.k12.ct.us)
Margaret O'Brien (mobrian@waterbury.k12.ct.us)
LaToya Ireland (lireland@waterbury.k12.ct.us)
Mayor O'Leary
Tara Shaw (tshaw@waterbury.k12.ct.us)

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>
Sent: Friday, April 29, 2022 7:01 AM
To: Carrie Swain
Subject: CABA Policy Highlights 4-29-2022

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.



CABA Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

April 29, 2022

Volume 21 Issue 20

For a PDF version of this Policy Highlights, [Click Here](#)

Remote Learning Standards, Grades 9-12 & Remote Learning Audit: There have been two recent, important updates regarding virtual learning in our state: the Connecticut State Department of Education's (CSDE) issuing of remote learning standards for high schools, and the beginning of the CSDE's remote learning audit.

Remote Learning Standards, Grades 9-12: Last year's Public Act 21-46 allowed local and regional districts to implement a partially or fully remote program of learning for grades 9-12 beginning with the 2022-23 school year. But before such programs could be implemented by districts, the CSDE was tasked with developing standards for such programs. These standards were released in February, in a document entitled "Standards for Remote Learning, Grades 9-12."

The document notes that the purpose of the standards "is to provide the required standard level of design for remote learning environments." Importantly, while districts may begin to develop fully-remote learning programs for high schools, the CSDE strongly suggests starting small. For instance, offering a few remote

courses at first and then expanding a remote learning program after multiple years of experience with a smaller program.

Further, the CSDE reiterated that it is "committed to ensuring all learners have access to multiple and varied opportunities, both in-person and virtual, to learning." Importantly, the standards note that in order to succeed in the remote environment, students need reliable access to numerous resources, including caring adults, healthy food and nutrition, and transportation to access the school facilities, resources, and extracurriculars. These important aspects of student care and development must not be overlooked while districts contemplate remote learning.

The standards are organized into eight Domains, and each Domain includes standards and further related guidance.

The Domains are entitled:

Professional Responsibility and Community Building

1. Digital Citizenship and Social-Emotional Learning and Personal Skills
2. Online Curriculum and Instruction
3. Online Teaching and Learning
4. Online Learner Engagement
5. Online Assessment
6. Flexible Pathways to Learning
7. Equitable Access, Accessibility, and Usability

Remote Learning Audit: The CSDE has formed the Connecticut COVID-19 Education Research Collaborative (CCERC) in order to carry out various pandemic-related studies. These studies include the remote learning audit required under Public Act No. 21-2 (June Special Session), which is expected to start this Spring. The CCERC is comprised of researchers from various universities in the state, and the remote learning audit will be conducted by researchers from Yale University and the University of Connecticut. The CSDE is paying for the collaborative with ESSER funds.

The audit will solicit qualitative data about remote learning from the 2019-20 and 2020-21 school years from local and regional boards. This data will be paired with quantitative data taken from the CSDE. The evaluation is intended to: (1) document the learning formats that were provided to students, (2) describe the implementation of these learning formats and efforts to support them, (3) analyze student access to key supports such as mental health and nutrition, and (4) analyze key outcomes, including student performance, student absenteeism, and student physical and emotional outcomes.

Statewide student assessment data for 2020-21 showed that students who learned in-person lost the least ground academically, when compared to students who learned hybrid or remote. The CSDE defined learning in-person as when a student spent at least seven months in the classroom, hybrid learning as spending between three and seven months of the year in a classroom, and remote learning as spending less than three months in a classroom.

Policy Implications: While boards consider implementing various educational technologies either as supplemental pedagogical tools or as a means to conduct wholesale remote learning, it is important to note that a remote school day is only allowed to count as an official school day for the remainder of the 2021-22 school year in very limited circumstances.

Specifically, only four instances allow remote learning to count as a school day for 2021-22: (1) for students who must be in isolation due to a confirmed COVID-19 infection, or who must quarantine due to close contact with a confirmed case; (2) in rare and individualized circumstances, for students with live-in family members who have documented an unusual vulnerability to COVID-19; (3) in those rare cases in which a Planning and Placement Team determines that instruction in the home provides the student with a free appropriate public education in the least restrictive environment and revises the student's Individualized Education Program accordingly; or (4) should there be an order issued at some point during the remainder of the 2021-2022 school year that requires school or district closures pursuant to an emergency declaration. (CSDE Commissioner's Memorandum, December 31, 2021).

As to the fourth instance, that of an emergency declaration, the Commissioner's memorandum expressly states that local health districts do not have the authority to issue such a declaration, rather, it must be issued pursuant to legislative or gubernatorial authority.

As districts contemplate remote learning beyond the 2021-22 school year, it is important to note that grades K-8 should not be included in any remote learning policy, as the permission for remote learning does not currently apply to any grades other than grades 9-12. However, legislation is pending that would extend remote learning to K-12 effective July 1, 2023.

Further, under the 2021 legislation, local and regional boards may only authorize remote learning for high schools as long as they adopt a policy that ensures that the remote learning program is: (1) in compliance with the Commissioner's remote learning standards, and (2) includes requirements for student attendance during remote learning that are: a) in compliance with the Department of Education's guidance on student attendance during remote learning, and, b) counts the attendance of any student who spends not less than one-half of the school day during such instruction engaged in (i) virtual classes, (ii) virtual meetings, (iii) activities on time-logged electronic systems, and (iv) the completion and submission of assignments.

The CSDE's strong suggestion that remote learning programs begin small is important. Public education provides more than thorough classroom instruction. Districts, as they contemplate remote instruction programs, should be mindful of what the CSDE affirms that students will always need access to:

- High-quality instruction aligned to rigorous grade-level standards daily
- High-quality instruction with integrated technology daily
- **Differentiated/personalized supports based upon the student's individualized needs**
- **Caring adults**
- Technology, including reliable internet
- **Healthy food and nutrition**
- **Health and wellness resources (physical and mental)**

- **Transportation to access the school facilities, resources, and extracurriculars**

(Taken from page 1 of the CSDE's standards; some language has been made **bold** in order to draw attention to aspects of student learning that should continue to be important in a remote instruction program)

Districts will no doubt have distinct approaches to creating remote high school programs and policies. A number of existing policies are relevant to the issue of remote learning and educational technology, including any pandemic-related policies created by boards. It should be noted that two policies which may currently be in use by districts, #6172.6 "Virtual/Remote Learning" and #6172.61 "Distance Learning Plan Due to Health-Based School Closure," do not contemplate a fully-remote learning program under the new standards.

Policy #6172.6 contemplates online distance education opportunities for students to take courses or engage in educational experiences that were not available in their current school or to supplement the programs offered by the local school district. Some of these programs could be taken for local credits.

Policy #6172.61 pertains to a protracted school closure and cancellation of classes due to a pandemic health emergency. However, as mentioned above, this policy can only really be implemented for the 2021-22 school year under the four specific instances outlined in the December 2021 CSDE Commissioner's Memorandum.

Here is an overview of policies that pertain to or may be affected by current and future remote learning standards:

#0210.1 ??? Student Learning Goals (indicators of Success)

#0211 ??? Student Learning Programs

#3520.13 ??? Student Data Privacy

#3523.1 ??? Acquisition and Updating of Technology

#4131.6 ??? Staff Technology Competencies

#5131.42 ??? Remote Learning Code of Conduct

#6114.8 ??? Pandemic/Epidemic Emergencies

#6114.81 ??? Emergency Suspension of Policy During Pandemic

#6114.82 ??? COVID-19 Emergency Measures

#6141.328 ??? Bring Your Own Device

#6172 ??? Alternative Education Programs

#6172.6 ??? Virtual/Online Courses

#6172.61 ??? Distance Learning Plan Due to Health-Based School Closure

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org



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