

# *Board of Education*

## REGULAR MEETING

Thursday, July 15, 2021 – 6:30 p.m.

Virtual Meeting via ZOOM

*In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096), streamed live on YouTube at <https://youtu.be/OpDQfJKw4ZY> or listened to via teleconference by calling 1-203-590-9756.*

*For information regarding agenda items please visit [www.waterbury.k12.ct.us/board](http://www.waterbury.k12.ct.us/board) and refer to the July 15, 2021 Meeting Agenda AND July 1, 2021 Workshop Agenda which will provide additional backup materials for agenda items.*

***If you wish to address the Board during the public portion of the meeting please call 1-203-590-9756 between 6:00 and 6:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 6:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.***

## A G E N D A

### **1. Silent Prayer**

### **2. Pledge of Allegiance to the Flag**

### **3. Roll Call**

### **4. Communications**

- a) Communication from CABA dated June 3, 2001 notifying the district it has received the CABA Board of Distinction Award.
- b) Copy of communication dated June 17, 2021 from Civil Service certifying Jessica DeJesus for the position of School Secretary.
- c) Copy of communication dated June 17, 2021 from Civil Service to Carl Torres, Jr. regarding temporary and at will employment as Temporary Maintainer I
- d) Copy of communications dated June 18, 2021 from Civil Service certifying Celestino Toucet, III and Marcie Petrucci for the position of Paraprofessional.
- e) Email communication dated June 25, 2021 from CABA regarding Policy Highlights.
- f) Email communication dated July 9, 2021 from CABA regarding Policy Highlights and Annual Due Process Notifications.

### **5. Public Addresses the Board** (see instructions above) - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

### **6. Superintendent's Announcements**

### **7. President's Comments**

### **8. Student Representatives' Comments**

### **9. Consent Calendar**

- 9.1 *Committee of the Whole:* Request approval of the revised 2021-2022 school year calendar and new calendars for school years 2022-23 and 2023-24.

- 9.2 *Committee of the Whole:* Request approval of an Agreement with Cly-Del Manufacturing Company for Manufacturing Externship/Pre-Apprentice Program for Waterbury Career Academy students.
- 9.3 *Committee on Finance:* Request approval of an Agreement with Dumouchel Paper Company of Connecticut, Inc. to provide green cleaning products.
- 9.4 *Committee on Finance:* Request approval to apply for the 21<sup>st</sup> Century Community Learning Centers Grant for Walsh & Driggs Schools (grades 3 – 5).
- 9.5 *Committee on Finance:* Request approval to apply for the 21<sup>st</sup> Century Community Learning Centers Grant for Chase School (grades 3 – 5) and Bucks Hill School (grades 1-3 tentatively).
- 9.6 *Committee on Finance:* Request approval to apply for the 21<sup>st</sup> Century Community Learning Centers Grant for Wallace Middle School (grades 6 – 8).
- 9.7 *Committee on Finance:* Request approval of a Professional Services Agreement with Empirical Resolution, Inc. (a/k/a Quill.org) for Online Grammar and Writing Program.
- 9.8 *Committee on Finance:* Request approval of a Professional Services Agreement with PowerSchool Group, LLC for an online grading and data management system for secondary schools (grades 6-12).
- 9.9 *Committee on Finance:* Request approval of Amendment 2 to the Professional Services Agreement with Teaching Strategies, LLC for Early Childhood Pre-school Curriculum.
- 9.10 *Committee on Finance:* Request approval of Amendment 2 to the Professional Services Agreement with Cormier Consulting, LLC for Teacher and Administrator Professional Development.
- 9.11 *Committee on Finance:* Request approval of an Agreement with AAA Nursing Services, LLC for nursing services.
- 9.12 *Committee on Finance:* Request approval of a Professional Services Agreement with Pediatric Services of America d/b/a Aveanna Healthcare for nursing services.
- 9.13 *Committee on Finance:* Request approval of a Connecticut Community Colleges College Facility Request/Reservation Agreement.
- 9.14 *Committee on Finance:* Request approval of an Agreement with Greater Waterbury Young Men's Christian Association (YMCA) for Summer Day Camp Program at Camp Mataucha (ESSER II funded).

- 9.15 *Committee on Finance:* Request approval of an Agreement with Boys and Girls Club of Greater Waterbury, Inc for Summer Day Camp Program (ESSER II funded).
- 9.16 *Committee on Finance:* Request approval of a Professional Services Agreement with Catapult Learning, LLC to provide Waterbury Non-Public Schools (Title I) Tutoring Services.
- 9.17 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.18 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

**10. *Items removed from Consent Calendar***

**11. *Committee on Finance* – Commissioner Orso**

- 11.1 Request approval of a transfer in the 2020/2021 Fiscal Year budget.
- 11.2 Request approval of an Agreement with SLAM Collaborative for a Long-Range Infrastructure Facilities Planning Study.
- 11.3 Request approval of a Maintenance & On-Call Service Agreement with Sarracco Mechanical Services, Inc. for city-wide on-call HVAC services.

**12. *Committee on Policy & Legislation* – Commissioner Sweeney**

- 12.1 Request approval a Resolution Proposal to CABE regarding flexibility to employ individuals in career and trade fields as instructors.

**13. *Committee on Curriculum* – Commissioner Van Stone**

- 13.1 Request approval of the following revised High School Science courses:
  - a) Environmental Science
  - b) Forensics
  - c) Human Biology
  - d) Human Biology with CPR/First Aid
- 13.2 Request approval of the following new High School CTE courses:
  - a) Introduction to Management Post
  - b) NELTA: New England Laborers Training Association
  - c) Drone Technology
  - d) Drone Operator Prep Honors
  - e) Manufacturing 3 honors
  - f) Foundations of Leadership Post
  - g) Financial Accounting Post
  - h) Managerial Accounting Post
  - i) Principles of Marketing Post

- j) Social Media Marketing Post
- k) If You Love It, Teach It UConn
- l) Intro to Special Education UConn
- m) Software Development 1
- n) Software Development 2
- o) Conceptual Engineering Milestones
- p) Engineering Design Project Honors
- q) Robotics 2 Honors

13.3 Request approval of the following new middle school CTE courses:

- a) Computer Science Explorations 1
- b) Computer Science Explorations 2
- c) Computer Science Explorations 3

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

#### **14. Committee on School Personnel – Commissioner Stango**

14.1 Kennedy High School Vice Principal Appointment.

14.2 Wilby High School Vice Principal Appointment.

#### **15. Superintendent's Notification to the Board**

##### **15.1 Athletic appointments:**

DiPietro, Aline – Assistant Swimming Coach, WSMS, effective 11/01/21.

Piccolo, Carla – Assistant Volleyball Coach, WHS, effective 08/23/21.

##### **15.2 Summer Elementary Reading & Language Arts Curriculum Committee appointments:**

Chiucarello, Lindsay	Fengler, Kelly	Johnson, Koral
Kirchberger, Alison	Marques, Lauren	Meaney, Susan
Mulhern, Jacqueline	Rhinesmith, Wendy	Rock, Stefanie
Rodrigues, Nicole	Steffero, Melissa	

##### **15.3 Waterbury Math & Science Fellowship Committee appointments:**

Della Calce, Anthony	Kumar, Usha	LaBarba, Louis
Munoz, Angela	Pedalino, Rachel	Pelosi, Emily
Purnawasi, Muniram	Seltzer, Mark	Stowe, Eileen
Trumbley, Lori Ann	Vostinak, Julie	Wainwright-Staton, Karen

##### **15.4 Crosby High School Early College High School (ECHS) Summer Science and English appointments:**

Angela Munoz – Science	Nicholas Stefanie – Reading/English LA
Cassie Danay – Substitute	



15.5 EAS High School, EAS Middle School, EAS Elementary School, and STEM Camp Teacher & Support Staff appointments and corrections:

*EAS High School Additional Hires:*

Last Name	First Name	Assigned School	Proposed EAS HS Position
Demirs	Matthew	WAMS	Substitute Teacher
Ortiz	Alyson	WAMS	Science Teacher
Reyes	Maximina	WAMS	HS Secretary
Robalino	Alexandra	WAMS	Spanish
Sawyers	Hillary	WAMS	Math Teacher
Stokes	Blair	WAMS	Science Teacher

*EAS Middle School Additional Hires:*

Last Name	First Name	Assigned School	Proposed EAS MS Position
Brown	Cara	NEMS	Math Teacher
Cordero	Jose	WSMS	Bil. Math
Garcia	Zulma	WSMS	Bil. Interdisciplinary
Jackson	Margaret	NEMS	Interdisciplinary
Kalach	Kevin	WSMS	ELA (replacing Lena Pratt)
Teulings	Catherine	NEMS	Interdisciplinary

*EAS Middle School External Hires:*

Last Name	First Name	Assigned School	Proposed EAS MS Position
Acre	Dianne	WSMS	Math
Cuttino-Dortch	LaDevis	WSMS	Math
LaBonte	Arthur	NEMS	Math
Poulin	Gina	NEMS	ELA
Zeolla	Michelle	WSMS	Interdisciplinary

*EAS Elementary School Additional Hires:*

Last Name	First Name	Assigned School	Proposed EAS Position
Atkinson	Jennifer	Carrington	Elem. Secretary
Bayouth	Betzaida	Gilmartin/Carrington	ESL
Garcia	Julio	Reed/Duggan	ESL
Johnson	Dominque	Duggan	Elem. Secretary
Melendez	Doreen	Reed	Elem. Secretary
Robalino	Alexandra	Reed	Gr K

*EAS Elementary/STEM External Hires:*

Last Name	First Name	Assigned School	Proposed Position
Bonanno	Gina	Carrington	Grade 3
Chittenden	Megan	Carrington	Grade 4
Mast	Ashley	Carrington	Grade 1
McCartin	Sara	Carrington	Grade 2
Monks	Kimberly	Reed	Grade K
Rodrigues	Benson	STEM Summer Camp & Gilmartin	Grade 1
Gomez	Andrea	STEM Summer Camp	

*EAS Elementary School Corrections:*

Last Name	First Name	Assigned School	Proposed EAS Position
Davino	Melissa	Duggan	Gr K
DeSanto	Christine	Duggan	Gr 3
Robinson	Debra	Gilmartin	Gr 2
Wells	Kelley	Duggan	Gr 3

15.6 ESY Teacher and Support Staff appointments and corrections:

*ESY Corrections:*

Last Name	First Name	Current Position	Proposed ESY Position
Bleau	Lisa	Special Educ. Teacher	Wilby BDLC (replacing Lisa Antidormi)
DeFeo	Dawn	Special Educ. Teacher	Carrington/ Reed ESC
Grendzinski	Katie	Special Educ. Teacher	Carrington/Rotella/ Maloney/Gilmartin Inclusion
Hartley	Jessica	Special Educ. Teacher	NEMS Resource Room
Leclerc Rodriguez	Tracy	Special Educ. Teacher	NEMS/Wilby ESC
Miller	Alexandra	Special Educ. Teacher	Bucks Hill Pre K
Osterhout	Alexa	Special Educ. Teacher	Reed Inclusion

*ESY Additional Hires:*

Last Name	First Name	Current Position	Proposed ESY Position
Bessette	Amanda	Para Sub. Teacher	Duggan Inclusion
Cassidy	Lauren	Special Educ. Teacher	NEMS ABA
Delano	Teresa	Special Educ. Teacher	Wilby CBT
Langdon-Watton	Sheila	Interpreter/Assessor	Maloney Sign Lang. Interp.
Lehane	Danielle		Social Worker
Stevens	Christina	Interpreter/Assessor	Maloney Sign Lang. Interp.

*ESY Non-Certified Hires:*

Last Name	First Name	Proposed ESY Position	
Alvarez	Isory	Paraprofessional	
Correa	Marlene	Paraprofessional	
Samaha	Mary	Paraprofessional	

15.7 Wilby High School Recoupment Academy Summer Program Appointments:

Borges, Laura – Edgenuity Teacher                      Correa, Jennifer – Edgenuity Teacher  
Morrow, Olivia –Edgenuity Teacher                      Porco, Abigail – Sub. Edgenuity Teacher  
Zappone, Evette – Administrator

15.8 Waterbury Career Academy Summer Transition Program Appointments:

DeFrancesco, Nora – ELA                                      Freitas, Ashley – Math  
Johnson, Tennyson – Technology Educ.                      Kollchaku, Nikoleta – Math  
Riley, Kara – Program Administrator

15.9 Voluntary Teacher Transfers effective 2021/22 school year:

Last Name	First	From	To
Cruz	Maria	Hopeville Bilingual Gr 1	International Dual Language School Gr 1 Spanish

Garcia	Nilsa	Hopeville Bilingual Gr K	International Dual Language School Gr K Spanish
Martinez	Kristina	Sprague Gr 1	Bucks Hill Title I Literacy
Rizzo	Lisa	Bucks Hill Reading Teacher	Wendell Literacy Facilitator
Sullivan	Mariannina	Washington Title I Literacy	Regan Literacy Facilitator

15.10 Retirements:

Byron, Louise – PreK, Bunker Hill, effective 06/16/21.

Deer, Patricia – School Counselor, CHS, effective 06/30/21 (correction).

Glass, Rosalyn – Vice Principal, KHS, effective 06/30/21 (date change).

Hudobenko, Filomena – Vice Principal, Bucks Hill, effective 08/31/21.

15.11 Resignations:

DellaVolpe, Erica – WAMS, PE/Health, effective 07/01/21.

Epperson, Janice – Assistant Superintendent, effective 07/09/21.

Galvin, Dina – Art, Chase, effective 06/16/21.

Medina, Yasmin – Kindergarten, Chase, effective 07/09/21.

Milo, Maria – Elementary Vice Principal, Chase, effective 06/15/21.

Moore, Megan – WAMS, PE/Health, effective 06/24/21.

Morse, Joseph – Math, WCA, effective 07/08/21.

Paolino, Ellen – Elementary Principal, Walsh, effective 07/23/21.

Pinho, Kelly – Vice Principal, Driggs, effective 07/09/21.

Toussaint, Danielle – SMS, Grade 5, effective 07/29/21.

Zeskand, Vanessa – Literacy Title I, CHS, effective 06/16/21.

## **16. Adjournment**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #9.1

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve the revised 2021-22 school year calendar and new calendars for school years 2022-23 and 2023-2024, as attached.

Approved

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Karen E. Harvey

# Waterbury Public Schools

## 2021 ~ 2022 School Year Calendar

\*\*\*\*\***DRAFT**\*\*\*\*\*

July				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

16th - 18th - Administration Professional Learning

19th - 20th - New Teacher Orientation - 7hr.

23rd - Professional Development Day - 7hr.

24th - Professional Development Day - 7hr.

25th - Professional Development Day - 7hr.

30th - First Day of School

September				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1st - Early Dismissal / PD Day

6th - Labor Day - No School

7th - Rosh Hashanah - Jewish Holiday

8th & 29th - CN Early Dismissal / PD Day

15th - Open House Elem. 5-7pm - Early Dismissal

15th - Open House H.S. 5-7pm - Early Dismissal

15th - Early Dismissal - M.S. - Teacher Collab./PD

16th - Yom Kippur - Jewish Holiday

22nd - Open House M.S. 5-7pm - Early Dismissal

22nd - Early Dismissal - H.S. & Elem-Teacher Collab/PD

2 Days

21 Days

October				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1st - Professional Development - 7hr. - No School

6th - Early Dismissal / PD Day

11th - Columbus Day - No School

13th, 20th, 27th - CN Early Dismissal / PD Day

November				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1st - End of the 1st MP: HS/MS/Elem

2nd - Election Day - No School

3rd - Early Dismissal / PD Day

10th - Grade Submission Ends - 9AM

11th - Veterans Day - No School

18th - Distribute 1st MP Report Cards: HS/MS/Elem

23rd - Pre-K & Kindergarten - End of 1st MP

24th - Early Dismissal - Thanksgiving Recess

25th & 26th - Thanksgiving Recess - No School

10th & 17th - CN Early Dismissal / PD Day

18 Days

December				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1st - Early Dismissal / PD Day

6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM

8th - Parent Conference Elem. 5-7pm - Early Dismissal

8th - Parent Conference H.S. 5-7pm - Early Dismissal

8th - Early Dismissal - M.S. - Teacher Collab. /PD

13th - Pre-K & Kindergarten-Distribute 1st MP Report Cards

15th - Parent Conference M.S. 5-7pm - Early Dismissal

15th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

22nd - CN Early Dismissal / PD Day

24th - 31st - Winter Recess - No School

17 Days

January				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1st - New Year's Day

3rd - School Resumes

5th - Early Dismissal / PD Day

6th - Three Kings Day - No School

10th - 14th - Mid Term Exams - Early Dismissal HS Only

17th - Martin Luther King Jr. Day - No School

19th - End of the 2nd MP: HS/MS/Elem

27th - Grade Submission Ends - 9AM

12th, 19th, 26th - CN Early Dismissal / PD Day

19 Days

February				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

2nd - Early Dismissal / PD Day

3rd - Distribute 2nd MP Report Cards

21st - Presidents Day (Observed) - No School

22nd - Lincoln's Day (Observed) - No School

12th, 19th, 26th - CN Early Dismissal / PD Day

18 Days

March				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

2nd - Early Dismissal / PD Day

4th - Professional Development - 7hr. No School

7th - Pre K & Kindergarten - End of the 2nd MP

15th - Pre-K & Kindergarten - Grade Submission Ends - 9AM

22nd - Pre-K & Kindergarten - Distribute 2nd MP Report Cards

28th - End of the 3rd MP: HS/MS/Elem

9th, 16th, 23rd, 30th - CN Early Dismissal / PD Day

22 Days

April				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

5th - Grade Submission Ends - 9AM

6th - Parent Conference Elem 5-7pm - Early Dismissal

6th - Parent Conference H.S. 5-7pm - Early Dismissal

6th - Early Dismissal - M.S. - Teacher Collab. /PD

12th - Distribute 3rd MP Report Cards

13th - Parent Conference M.S. 5-7pm - Early Dismissal

13th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

15th - Good Friday - No School

May				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

3rd - 14th - AP Exams

3rd - Eid al-Fitr Muslim Holiday

4th - Early Dismissal / PD Day

30th - Memorial Day - No School

11th, 18th, 25th - CN Early Dismissal / PD Day

June				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

\*\* Pre-K - 8th-Grades due 5 days before last day

\*\* Pre-K - 8th-Distribute Report Cards on last day

\*\* H.S. Grade submission ends on last day

Last Day of School shall be Early Dismissal

1st - Early Dismissal / PD Day

8th - CN Early Dismissal / PD Day

13th - Last Day of School - Depending on Weather

# Waterbury Public Schools

## 2022 ~ 2023 School Year Calendar

\*\*\*\*\***DRAFT**\*\*\*\*\*

July				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
20	21	24	25	26
29	30	31		

September				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

17th - 19th - Administration Professional Learning

20th - 21st - New Teacher Orientation - 7hr.

23rd - Professional Development Day - 7hr.

24th - Professional Development Day - 7hr.

25th - Professional Development Day - 7hr.

29th - First Day of School

31st - CN Early Dismissal / PD Day

4th - Yom Kippur - Jewish Holiday

5th - Labor Day - No School

7th - Early Dismissal / PD Day

14th - Open House Elem. 5-7pm - Early Dismissal

14th - Open House H.S. 5-7pm - Early Dismissal

14th - Early Dismissal - M.S. - Teacher Collab./PD

21st - Open House M.S. 5-7pm - Early Dismissal

21st - Early Dism - H.S. & Elem-Teacher Collab/PD

25th - Rosh Hashanah - Jewish Holiday

28th - CN Early Dismissal / PD Day

3 Days

21 Days

October				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

3rd - Professional Development - 7hr. - No School

10th - Columbus Day - No School

12th - Early Dismissal / PD Day

5th, 19th, 26th - CN Early Dismissal / PD Day

November				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

2nd - Early Dismissal / PD Day

7th - End of the 1st MP: HS/MS/Elem

8th - Election Day - No School

11th - Veterans Day - No School

17th - Grade Submission Ends - 9AM

23rd - Distribute 1st MP Report Cards: HS/MS/Elem

23rd - Early Dismissal - Thanksgiving Recess

24th & 25th - Thanksgiving Recess - No School

9th, 16th, 30th - CN Early Dismissal / PD Day

18 Days

17 Days

January				
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16	17	18	19	20
23	24	25	26	27
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1st - New Year's Day

2nd - School Resumes

4th - Early Dismissal / PD Day

6th - Three Kings Day - No School

9th - 13th - Mid Term Exams - Early Dism. HS Only

16th - Martin Luther King Jr. Day - No School

24th - End of the 2nd MP: HS/MS/Elem

11th, 18th, 25th - CN Early Dismissal / PD Day

20 Days

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Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

1st - Early Dismissal / PD Day

1st - Grade Submission Ends - 9AM

7th - Distribute 2nd MP Report Cards

20th - Presidents Day - No School

21st - Lincoln's Day (Observed) - No School

8th, 15th, 22nd - CN Early Dismissal / PD Day

18 Days

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Mon	Tue	Wed	Thu	Fri
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27	28	29	30	31

1st - Early Dismissal / PD Day

3rd - Professional Development - 7hr. No School

14th - Pre K & Kindergarten - End of the 2nd MP

22nd - Pre-K & Kindergarten - Grade Submission Ends - 9AM

28th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards

31st - End of the 3rd MP: HS/MS/Elem

8th, 15th, 22nd, 29th - CN Early Dismissal / PD Day

22 Days

April				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

5th - Parent Conference Elem 5-7pm - Early Dismissal

5th - Parent Conference H.S. 5-7pm - Early Dismissal

5th - Early Dismissal - M.S. - Teacher Collab./PD

7th - Good Friday - No School

11th - Grade Submission Ends - 9AM

12th - Parent Conference M.S. 5-7pm - Early Dismissal

12th - Early Dism. - H.S. & Elem-Teacher Collab/PD

14th - Distribute 3rd MP Report Cards

17th - 21st - Spring Recess - No School

26th - Early Dismissal / PD Day

14 Days

May				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3rd - 14th - AP Exams

3rd - Eid al-Fitr Muslim Holiday

3rd - Early Dismissal / PD Day

29th - Memorial Day - No School

10th, 17th, 24th, 31st - CN Early Dismissal / PD Day

22 Days

June				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
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\*\* Pre-K - 8th-Grades due 5 days before last day

\*\* Pre-K - 8th-Distribute Report Cards on last day

\*\* H.S. Grade submission ends on last day

Last Day of School shall be Early Dismissal

7th - Early Dismissal / PD Day

9th - Last Day of School - Depending on Weather

7 Days

Full Day Professional Development Day

\*Prepared by the Computer Technology Center\*

Commissioner's Network (CN Early Dismissal/PD Day- Wallace-West Side-North End-Wilby

School Closed

School Day

Early Dismissal Professional Development Day

181 School Days

Modified 6/11/2021

# Waterbury Public Schools

## 2023 ~ 2024 School Year Calendar

\*\*\*\*\***DRAFT**\*\*\*\*\*

July				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	<u>16</u>	<u>17</u>	<u>18</u>
<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
<u>28</u>	29	<u>30</u>	31	

September				
Mon	Tue	Wed	Thu	Fri
				1
<u>4</u>	5	<u>6</u>	7	8
11	12	<u>13</u>	14	15
18	19	<u>20</u>	21	22
25	26	<u>27</u>	28	29

16th - Administration Professional Learning  
 17th - 18th - New Teacher Orientation - 7hr.  
 21st - Professional Development Day - 7hr.  
 22nd - Professional Development Day - 7hr.  
 23rd - Professional Development Day - 7hr.  
**28th - First Day of School**  
 30th - CN Early Dismissal / PD Day

4th - Labor Day - No School  
 6th - Early Dismissal / PD Day  
 13th - Open House Elem. 5-7pm - Early Dismissal  
 13th - Open House H.S. 5-7pm - Early Dismissal  
 13th - Early Dismissal - M.S. - Teacher Collab./PD  
 15th - Rosh Hashanah - Jewish Holiday  
 20th - Open House M.S. 5-7pm - Early Dismissal  
 20th - Early Dism. - H.S. & Elem-Teacher Collab/PD  
 25th - Yom Kippur - Jewish Holiday  
 27th - CN Early Dismissal / PD Day

4 Days

20 Days

October				
Mon	Tue	Wed	Thu	Fri
<u>2</u>	3	<u>4</u>	5	6
<u>9</u>	10	<u>11</u>	12	13
16	17	<u>18</u>	19	20
23	24	<u>25</u>	26	27
30	31			

November				
Mon	Tue	Wed	Thu	Fri
		<u>1</u>	2	3
<u>6</u>	7	<u>8</u>	9	<u>10</u>
13	14	<u>15</u>	<u>16</u>	17
20	21	<u>22</u>	<u>23</u>	<u>24</u>
27	28	<u>29</u>	30	

December				
Mon	Tue	Wed	Thu	Fri
				1
4	<u>5</u>	<u>6</u>	7	8
11	12	<u>13</u>	14	15
18	<u>19</u>	<u>20</u>	21	22
<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>

2nd - Professional Development - 7hr. - No School  
 9th - Columbus Day - No School  
 11th - Early Dismissal / PD Day  
 4th, 18th, 25th - CN Early Dismissal / PD Day

1st - Early Dismissal / PD Day  
 6th - End of the 1st MP: HS/MS/Elem  
 8th - Election Day - No School  
 10th - Veterans Day - No School  
 15th - Grade Submission Ends - 9AM  
 22nd - Distribute 1st MP Report Cards: HS/MS/Elem  
 22nd - Early Dismissal - Thanksgiving Recess  
 23rd & 24th - Thanksgiving Recess - No School  
 15th, 29th - CN Early Dismissal / PD Day

5th - Pre-K & Kindergarten - End of 1st MP  
 6th - Early Dismissal / PD Day  
 6th - Parent Conference Elem. 5-7pm - Early Dismissal  
 6th - Parent Conference H.S. 5-7pm - Early Dismissal  
 6th - Early Dismissal - M.S. - Teacher Collab. /PD  
 13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM  
 13th - Parent Conference M.S. 5-7pm - Early Dismissal  
 13th - Early Dism. - H.S. & Elem-Teacher Collab/PD  
 19th - Pre-K & Kindergarten-Distribute 1st MP Report Cards

20 Days

18 Days

16 Days

January				
Mon	Tue	Wed	Thu	Fri
1	<u>2</u>	<u>3</u>	4	<u>5</u>
8	9	<u>10</u>	11	12
<u>15</u>	16	<u>17</u>	18	19
22	<u>23</u>	<u>24</u>	25	26
29	30	<u>31</u>		

February				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	<u>7</u>	8	9
<u>12</u>	13	<u>14</u>	15	16
<u>19</u>	20	<u>21</u>	22	23
26	27	<u>28</u>	29	

March				
Mon	Tue	Wed	Thu	Fri
				<u>1</u>
4	5	<u>6</u>	7	8
<u>11</u>	12	<u>13</u>	14	15
18	<u>19</u>	<u>20</u>	21	22
<u>25</u>	26	<u>27</u>	<u>28</u>	<u>29</u>

1st - New Year's Day  
 2nd - School Resumes  
 3rd - Early Dismissal / PD Day  
 5th - Three Kings Day (Observed) - No School  
 8th - 12th - Mid Term Exams - Early Dism. HS Only  
 15th - Martin Luther King Jr. Day - No School  
 23rd - End of the 2nd MP: HS/MS/Elem  
 31st - Grade Submission Ends - 9AM  
 10th, 17th, 24th, 31st - CN Early Dismissal / PD Day

6th - Distribute 2nd MP Report Cards  
 7th - Early Dismissal / PD Day  
 12th - Presidents Day - No School  
 21st - Lincoln's Day (Observed) - No School  
 14th, 21st, 28th - CN Early Dismissal / PD Day

1st - Professional Development - 7hr. No School  
 6th - Early Dismissal / PD Day  
 11th - Pre K & Kindergarten - End of the 2nd MP  
 19th - Pre-K & Kindergarten - Grade Submission Ends - 9AM  
 25th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards  
 28th - End of the 3rd MP: HS/MS/Elem  
 29th - Good Friday - No School  
 13th, 20th, 27th - CN Early Dismissal / PD Day

20 Days

19 Days

19 Days

April				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	<u>10</u>	11	12
15	16	<u>17</u>	18	19
<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>
29	30			

May				
Mon	Tue	Wed	Thu	Fri
		<u>1</u>	2	3
6	7	<u>8</u>	9	10
13	14	<u>15</u>	16	17
20	21	<u>22</u>	23	24
<u>27</u>	28	<u>29</u>	30	31

June				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
<u>10</u>	11	12	13	14
17	18	19	20	21
24	25	26	27	28

8th - Grade Submission Ends - 9AM  
 10th - Parent Conference Elem 5-7pm - Early Dismissal  
 10th - Parent Conference H.S. 5-7pm - Early Dismissal  
 10th - Early Dismissal - M.S. - Teacher Collab. /PD  
 11th - Distribute 3rd MP Report Cards  
 17th - Parent Conference M.S. 5-7pm - Early Dismissal  
 17th - Early Dism. - H.S. & Elem-Teacher Collab/PD  
 22nd - 26th - Spring Recess - No School

1st - 10th - AP Exams  
 1st - Early Dismissal / PD Day  
 9th - Eid al-Fitr Muslim Holiday  
 27th - Memorial Day - No School  
 8th, 15th, 22nd, 29th - CN Early Dismissal / PD Day

\*\* Pre-K - 8th-Grades due 5 days before last day  
 \*\* Pre-K - 8th-Distribute Report Cards on last day  
 \*\* H.S. Grade submission ends on last day  
 Last Day of School shall be Early Dismissal  
 10th - Last Day of School - Depending on Weather

17 Days

22 Days

6 Days

Full Day Professional Development Day  
 \*Prepared by the Computer Technology Center\*

School Closed  
 School Day

Early Dismissal Professional Development Day  
 181 School Days

Commissioner's Network (CN Early Dismissal/PD Day- Wallace-West Side-North End-Willy)

Modified 6/17/2021

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #9.2

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve an Agreement with Cly-Del Manufacturing Company, for a three-year period and at no cost, for a Manufacturing Externship/Pre-Apprentice Program for Waterbury Career Academy High School.

Approved

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Karen E. Harvey



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.3

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Dumouchel Paper Company of Connecticut, Inc. to provide Green Cleaning Products.

Approved

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.4

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the 21<sup>st</sup> Century Community Learning Centers Grant for Walsh and Driggs Schools (grades 3 – 5).

Approved:

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Rocco F. Orso

## Revised Updated Matching Funds Needed for Excess Transportation Costs

- Bucks Hill & Chase Elem. Schools - was approx. \$11,392/yr starting year one (7/1/21) -- now \$12,482/yr starting year one (\$200,000/yr grant amount)
- 
- Walsh & Driggs Elem. Schools - was approx. \$11,392/yr starting year one (7/1/21) --now \$12,482/yr starting year one (\$200,000/yr grant amount)
- 
- Wallace Middle School - was zero/yr (7/1/21) --now \$1138/yr starting year one (\$129,250/yr reduced grant amount)
- 
- year 4 (25%) and year 5 (50%) local match requirements for all 3 applications remain unchanged; however, with the reduced Wallace grant total, yr 4 & 5 costs will be slightly reduced too

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.5

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the 21<sup>st</sup> Century Community Learning Centers Grant for Chase Schools (grades 3-5) and Bucks Hill School (grades 1-3 tentatively).

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.6

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the 21<sup>st</sup> Century Community Learning Centers Grant for Wallace Middle School (grades 6-8).

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.7

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Empirical Resolution, Inc. (a/k/a Quill.org), for a five-year period, to provide an Online Instruction Grammar and Writing Program.

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.8

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with PowerSchool Group LLC, for a five-year period, to provide an Online Grading and Data Management System.

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.9

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve of Amendment Number 2 to the Professional Services Agreement with Teaching Strategies, LLC for Early Childhood Pre-school Curriculum.

Approved:

---

Rocco F. Orso



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.10

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve Amendment 2 to the Professional Services Agreement with Cormier Consulting, LLC for Teacher and Administrator Professional Development.

Approved:

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.11

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with AAA Nursing Care, LLC, for a three-year period, to provide nursing services to students with disabilities.

Approved:

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.12

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Pediatric Services of American d/b/a Aveanna Healthcare, to provide nursing services to students with disabilities.

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.13

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Connecticut Community Colleges College Facility Request/Reservation Agreement, at no cost, for use of a room at Naugatuck Valley Community College for a transition program for students with disabilities.

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.14

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Greater Waterbury Young Men's Christian Association for Summer Day Camp Program at Camp Mataucha (ESSER II funded).

Approved:

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.15

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve of an Agreement with Boys and Girls Club of Greater Waterbury for Summer Day Camp Program (ESSER II funded).

Approved:

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Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.16

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Catapult Learning, LLC, for a five-year period, for tutoring services for Waterbury Non-Public Schools (Title I).

Approved:

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Rocco F. Orso

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.17

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends the Waterbury Board of Education approve 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	Maloney gym & classroom: Fri., July 30, 7 am – 1 pm (Police Lieutenant Oral Exam)
Park & Rec. V. Cuevas	Kennedy pool: Sat., July 10 and Saturday, July 17 11:00 am to 7:00 pm (Lifeguard Training)
*J. Ocasio	Rotella aud., café, gym: August 19 and 20 8:00am – 4:00 pm (New Teacher Orientation)
*J. Hunter Trans. Coordinator	Reed café: Monday, Aug. 16, 10:00 am to 12:00 pm (Crossing Guards meeting)

Approved:

\_\_\_\_\_  
Ann M. Sweeney



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.18

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

<u>GROUP</u>	<u>FACILITIES AND DATES/TIMES</u>
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**REQUESTING WAIVERS:**

Hoops 4 Life	West Side gym: Saturdays, 7/10 – 8/7, 10 am – 2 pm	
D. Fryer	(basketball program)	(\$1,050.)

**GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:**

Hoops 4 Life	West Side gym: weekdays, 7/7 – 8/10, 5 pm – 9 pm
D. Fryer	(basketball program)
	Reed gym: weekdays, 7/6 – 8/11, 5 pm – 9 pm
	(basketball program)
Rivera Memorial	Duggan gym & health room: 7/5 – 8/13, Mon. – Fri.
J. Ocasio	(youth sports program)
Waterbury Ballers	Wilby gym: 7/5 – 8/13, 5 pm – 9 pm, Mon. – Fri.
T. Lott	(basketball program)
Waterbury Ballers	Career Academy gym: 7/5 – 8/13, Mon. – Fri., 5:30 – 8:00 PM
Phil Lott	(basketball program)

Approved:

\_\_\_\_\_  
Ann M. Sweeney

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON FINANCE

Item #11.1

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve the following transfers in the 2020/2021 budget totaling \$1,585,000.00:

**FROM:**

Unit	Account	Description	Amount
87510301	511212	Curriculum Instruction – Substitutes	(\$900,000)
87520005	511107	DW Athletics - Coaches	(\$150,000)
88031006	511226	Operation & Maint - Custodians	(\$95,000)
88031006	511227	Operation & Maint - Outside Activity Overtime	(\$200,000)
88510001	511228	Special Education - Paraprofessionals	(\$120,000)
88510002	511110	Special Education - Speech Pathologists	(\$120,000)

**TO:**

88031006	591002	Operation & Maint- Transfer to Sinking Fund	\$1,585,000
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<b>TOTAL</b>			\$1,585,000	<b>\$1,585,000</b>
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Approved:

\_\_\_\_\_  
Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.2

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with SLAM Collaborative, subject to any non-substantive changes approved by the Corporation Counsel's office, to provide a Long Range Facility Study

Approved:

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Rocco F. Orso



**Department of Education**  
**THE CITY OF WATERBURY**  
CONNECTICUT

**Memorandum**

Date: July 13, 2021  
To: Board of Aldermen/Board of Education  
From: Will Zhuta, Director of Technology, Education  
Subject: Professional Services Agreement for the Completion of a Long Range Infrastructure Facilities Planning Study between **SLAM Collaborative and the City of Waterbury**

The Department of Education respectfully requests your approval of the above-referenced contract in the amount of \$532,000.00 for the completion of a Long Range Infrastructure Facilities Planning Study by the SLAM Collaborative.

This contract was initiated under the Request for Proposal process (RFP # 6906). There were seven (5) comprehensive bidders for this project (SLAM, Antinozzi Associates, Tecton Architects, Drummey, Rosane Anderson, Inc. and Friar), with SLAM Collaborative deemed to be the most qualified and responsible bidder.

This Agreement is for a Long Range Infrastructure Facility Study. Professional services to include:

- Perform and analyze school enrollment projections, population trends, and forecasted demographics for the next ten years;
- Comprehensive needs assessment and programmatic analysis to meet programmatic priorities as identified in the Waterbury Strategic Plan and consistent with the Mission, Vision and Core Values as adopted by the Board of Education.
- Examine all school facilities, resources, and technology infrastructure with respect to current and future condition and capacity. Consider various options for grade and geographic educational grouping, configuration, and organization.
- Prepare a Facilities Master Plan with identified priorities for repair, renovation, reconstruction or consolidation of the District's physical plant including major mechanicals. Will include the programming and quality of existing educational infrastructure, including any recommendations for repair & renovation and re-purposing or consolidation, if necessary. Additionally, developing scenarios for optimal facility utilization for the next ten years.

Accordingly, attached for your review and consideration are copies of the proposed contract and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk's Office.

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**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 6906 for**  
**Long Range Facility Study**

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**between**  
**The City of Waterbury, Connecticut**  
**and**  
**SLAM Collaborative**

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**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 S/L/A/M Collaborative, Inc., located at 80 Glastonbury Blvd., Glastonbury, Connecticut, a State of Connecticut limited liability company (the "Consultant").

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 6906** for Long Range Facility Study and

**WHEREAS**, the City selected the Consultant to perform services regarding **RFP No. 6906**; 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 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. As more particularly described in Article 1.1 and Attachment A, the Consultant will provide all professional services necessary for the complete design and documentation of the Project. The Consultant agrees that the fixed fee lump sum compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services (including those of his consulting structural, mechanical, electrical, plumbing, and civil engineers and all other consultants (when approved by the City) necessary to completely the Project and prepare the documents that are necessary to fully indicate the requirements or construction, whether or not those services are individually expressed in this Agreement, the only exceptions to this being (1) cost of those services that are provided by third parties and that are expressly designated therein as being the "City's responsibility or are "City provided" and (2) the cost of those engineering or consulting services that become necessary as a result of change in Project scope affecting the Consultant and that are the subject of a written agreement between the City and the Consultant as provided herein. All labor, services, equipment, materials, reports, plans, specifications,

deliverables, incidentals, etc. shall comply with 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 to be deemed complete.

The Project consists of Student enrollment projections of the next ten years; All curricular and programmatic priorities as identified in the Waterbury Strategic Plan and consistent with the Mission, Vision and Core Values as adopted by the Board of Education; The programming and quality of existing educational infrastructure, including any recommendations for repair, renovation, or re-purposing, or consolidation, if necessary; Developing scenarios for optimal facility utilization for the next ten years; Custodial and Maintenance Staffing needs analysis consistent with industry standards related to square foot cleaning on Education facilities and similar metrics 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 solicitation documents and the Consultant's responses, consisting of RFP #690 Long Range Facility Study ( 22 pages)
- 1.1.2 Bid Addendum, dated April 16, 2021 (1 Page) and Attachment 1 Square footage of Schools Public Schools Facility Utilization and Redistricting Study Draft 4/22/15, (57 pages)
- 1.1.3 SLAM Response to RFP, dated April 22, 2021
- 1.1.4 SLAM letter to Purchasing Director, Kevin McCaffery, dated June 9, 2021 (6 pages)
- 1.1.5 SLAM letter to Purchasing Director, Kevin McCaffery, dated June 24, 2021, a.k.a. 'revised costs proposal'
- 1.1.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- 1.1.7 Certificate of Insurance
- 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- 1.1.9 All licenses.

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. If 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:

- 
- i. The Contract
  - ii. RFP# 6906 Long Range Facility Study
  - iii. Bid Addendum, dated April 16, 2021 (1 Page) and Attachment 1 Square footage of Schools Public Schools Facility Utilization and Redistricting Study Draft 4/22/15, (57 pages)
  - iv. SLAM letter to Purchasing Director, Kevin McCaffery, dated June 24, 2021, a.k.a. 'revised costs proposal
  - v. SLAM letter to Purchasing Director, Kevin McCaffery, dated June 9, 2021 (6 pages)
  - vi. SLAM Response to RFP, dated April 22, 2021

**2. Consultant Representations Regarding Qualification, Accreditation and Personal Services.** 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. The services provided by the Consultant are deemed to be personal services. The Consultant shall assign to leadership positions those persons listed in Attachment A. The Consultant shall not make substantial changes to this team without the approval of the City. Should circumstances beyond the control of the Consultant result in changes to this team, the Consultant shall submit the credentials of the Consultant's proposed replacement team member for the City's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the City's rights to terminate the Contract, as provide for in this Agreement. Termination by the City because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

**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



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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.** The Consultant agrees to provide professional services that reflect the highest standards of professional care. If changes in schedule are requested by the City or otherwise develop during the Project that would require the Consultant to perform with a lesser standard of care to meet the schedule, it is solely the responsibility of the Consultant to notify the City in advance in writing that such deviation will be required and to provide to the City the specific basis for that opinion. The Consultant shall not deviate to a lesser standard of care in the absence of an express written authorization by the City. This paragraph shall not be construed to authorize performance by the Consultant at a standard of care that is less than that which is required by law, or which is expected of consultants practicing under similar circumstances and conditions.

**3.6. Consultant's Employees.** The Consultant shall always 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 written reports bi-weekly to the City's designated representative 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 3.8(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 Consultant's designated representative.

The Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract and 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 complete all work and services required under this Contract within 240 consecutive calendar days of execution of this Contract by all parties hereto and in accordance with the following Project Milestones ("Contract Time"):

**5.1.** Time is of the essence in this Agreement. The Consultant agrees to complete Project performance not later than 240 after the mutual execution of this Agreement. Before the Consultant submits his first invoice for professional services to the City, the Consultant shall prepare for the City's review and approval a comprehensive schedule of the performances of the Consultant's services and those of the Consultants. This schedule shall indicate dates of when specific task will be commenced and completed. Once submitted by the Consultant, the Consultant will be bound by that schedule and will not deviate from it without prior written authorization by the City. Whether or not deviations from the schedule have been authorized by the City, the Consultant shall update this schedule as necessary to reflect City approved changes or unavoidable deviations, indicating probable impacts of those deviations on the performance of the Consultant's service and Project. However, nothing in this Agreement shall be construed as a waiver of the City's right to obtain compliance by the Consultant with City approved schedules. 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 equal to \$1,000.00 in liquidated damages for each day the Consultant exceeds the performance time period provided above and Consultant agrees that such liquidated damages are not a penalty and are fair and reasonable as the City's damages are difficult to ascertain in the event of such breach.

**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 lump sum fixed fee payable to the Consultant shall not exceed **FIVE-HUNDRED-THIRTY-TWO-THOUSAND DOLLARS (\$ 532,000.00)** and shall be in accordance with Consultant's proposal, dated 6/24/2021 and more particularly attached as Attachment A. The hourly rate set forth in said attachment shall be used for invoicing purposes. In no event shall the cost of the Project exceed the fee set forth above.

**6.2. Limitation of Payment.** Compensation payable to the Consultant is limited to

the fixed fee lump sum 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. 6906** 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, always 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 **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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 Professional Liability Insurance: \$2,000,000.00** each claim. **\$2,000,000.00** aggregate limit

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 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 Department of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the 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 Waterbury Department 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.** Upon execution of this Agreement, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

**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.

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**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

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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, but less any damages or costs incurred by the City because of such for cause termination.

**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. To the degree that the Consultant's negligent conduct, failure to perform, or omissions results in damages to the City, the Consultant will be liable for those damages. Nothing in this Agreement shall relieve the Consultant of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

**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 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. Regarding 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

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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 Consultant hereby assigns to the City, without reservation, all copyrights to all project related documents, models, photographs, and other expression created by the Consultant. Among those documents are certain “Instruments of Service”, including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the City. Also, the City’s obligation to pay the Consultant is expressly conditioned upon the Consultant’s obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Consultant to the City as expressed in this subparagraph, which copyrights the Consultant, in turn, hereby assigns to the City. The City, in return, hereby grants the Consultant a nonexclusive license to reproduce the document for purposes relating directly to the Consultant’s performance of this Project, for the Consultant’s archival records, and for the Consultant’s reproduction of drawings and photographs in the Consultant’s marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the City in its reasonable discretion. No other project related documents may be reproduced for any other purpose without the express written permission of the City in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Consultant. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Consultant or the commission by the Consultant of a tort or a crime potentially affecting the City or the Project. This nonexclusive license is granted to the Consultant alone and shall not be assigned by the Consultant to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Consultant’s assignment of this nonexclusive license to another or his attempt to do so.

**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 may not assign his interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City

without cause. The City reserves the right, upon notice to the Consultant, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the City's obligation under the Agreement.

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.** If the Consultant determines that services beyond the Project's scope are required, it shall notify the City in writing, stating the basis for that determination and the fees and expenses that the Consultant believes will be incurred by the City if the City authorizes such services. Under no circumstances will the City be obligated to compensate the Consultant or others for fees and expenses related to additional services unless the City has authorized the performance of such services in writing in advance. Upon receipt of such written notice, 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 of Paragraph 25 , 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 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 changes 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. 6906 and (ii) the Consultant's proposal responding to the RFP No.6906 , in the priority as set forth in paragraph 1. 2 above.

**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 because the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection.** 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. The City may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the City. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the City shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Consultant hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The Consultant also agrees to prepare or modify all project related documents used or prepared by the Consultant, including, but not limited to, Agreements between Consultant and his consultants, Agreement between the City and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Consultant and his Consultants to conform with this paragraph. The Consultant waives all objections to joinder of the Consultant as a party to any mediation, arbitration, or litigation related to this Project in which the City is joined or is otherwise positioned as a party and in which the Consultant's conduct or his performance of professional services is in any way relevant to the subject of a dispute. 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. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

**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:

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City:

City of Waterbury  
c/o Michael LeBlanc, Finance Director **and**

Corporatization Counsel,  
235 Grand St., 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 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

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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:

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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 to Follow)**

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

**SLAM Collaborative, Inc,**

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

**Dated:**

**Witness:**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Witness:**

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Dated:**



**CITY OF WATERBURY**

BY \_\_\_\_\_

Neil M. O’Leary, Mayor

Date:

**Witness:**

\_\_\_\_\_  
Print Name

**Witness:**

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

Dated:

## **ATTACHMENT A**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.3

July 15, 2021

To the Board of Education  
Waterbury, CT

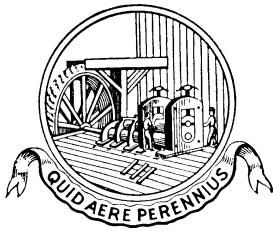
Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Maintenance & On-Call Service Agreement with Sarracco Mechanical Services, Inc. for city-wide on-call HVAC services.

Approved:

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Rocco F. Orso



# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8280 ♦ Fax (203) 574-8032

Doreen A. Biolo  
Chief Financial Officer

## **Memorandum**

To: Honorable Board of Education

From: Doreen Biolo, Chief Financial Officer

Date: July 8, 2021

Re: **Board of Education Approval Request - Executive Summary** – Maintenance Services Agreement [RFP No. 6977] for City-Wide On-Call HVAC Services between City of Waterbury and Sarracco Mechanical Services, Inc.

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The Department of Education respectfully requests your approval of the above-referenced agreement for City-Wide On-Call HVAC Services between the City of Waterbury and Sarracco Mechanical Services, Inc. (“Sarracco”).

This contract was initiated under Request for Proposals #6977 (the “RFP”). There were four (4) Proposers for this project (see attached list of Proposers). The Selection Committee, after a thorough review of all proposal documentation submitted, and subsequent to presentations by all 4 Proposers, unanimously recommended that the contract be awarded to Sarracco given their qualifications and the fact that they possess more than adequate resources to meet the City’s expectations. It should also be noted that Sarracco has performed similar work for the City in the past and that their work has been exemplary.

Under the proposed contract, Sarracco, in addition to on-call HVAC repair work, will also provide seasonal start-up/shut-down services and general preventive maintenance at all City and School owned facilities and/or buildings.

The contract will be for one year; however, the City has the option to renew the agreement for two (2) additional terms of one (1) year, each at the City’s sole option and discretion.

Sarracco’s services will be paid for with City and Board of Education General Funds and their compensation will be in accordance with the rates and fees set forth in their Price Proposal (see attached).

Accordingly, attached for your review and consideration are the requisite number of copies of proposed Agreement, Sarracco’s June 17, 2021 Price Proposal, the list of Proposers and the June 28, 2021 Selection Committee Award Recommendation Memorandum recommending Sarracco.

Thank you.

# **MAINTENANCE & ON-CALL SERVICES AGREEMENT**

**RFP No. 6977**

**For  
City-Wide On-Call HVAC Services  
between  
City of Waterbury  
And  
Sarracco Mechanical Services, Inc.**

**THIS AGREEMENT** (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Sarracco Mechanical Services, Inc. (the “Contractor”), located at 61 Mattatuck Heights Road, Waterbury, Connecticut 06705, a State of Connecticut duly registered domestic corporation (jointly referred to as the “Parties” to this Agreement).

**WHEREAS**, the Contractor submitted a proposal to the City responding to **RFP No. 6977** for City-Wide On-Call HVAC Services; and

**WHEREAS**, the City accepted the Contractor’s proposal for **RFP No. 6977**; 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, 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 City-Wide On-Call HVAC Services as detailed and described in the Proposal/Contract Documents 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 otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** City's RFP No. 6977, consisting of 11 pages, which includes "Section C. Scope of Services," excluding sample City contract and contract compliance documents (attached hereto);

**1.1.2** Contractor's one (1) page Price Proposal dated June 17, 2021 for City-Wide On-Call HVAC Services (attached hereto);

**1.1.3** City's RFP No. 6977 and Contractor's Proposal (incorporated by reference);

**1.1.4** Solicitation Addendum #1, dated June 8, 2021 (incorporated by reference);

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

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

**1.1.7** All 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 Contract (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** Contract amendments and change orders

**1.2.2** Contract

**1.2.3** Contractor's one (1) page Price Proposal dated June 17, 2021 for City-Wide On-Call HVAC Services (the "Contractor's Price Proposal")

**1.2.4** RFP Documents

**1.2.5** Federal laws and regulations

**1.2.6** State and local laws, regulations, charter and ordinances

**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 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 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.** 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 agreement. 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 agreement, except where a disclosure is expressly stated as a requirement of this agreement. 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 agreement (the "Site" or the "Premises"), at such times as the City and the Contractor may mutually agree, and pursuant to and in accordance with subsections 3.1.1 and 3.1.2, below. 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) days thereafter.

**3.1.1 Activities, Work, and Services Performed in Department of Education Facilities and on School Grounds.** For all activities in school

facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the School Inspector's Office, or the designated person and shall obtain any necessary clearance, ID badges, etc.

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

**3.1.2 Activities, Work, and Services Performed on other City Property (Non-Education facilities).** For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the Director of Public Works or his designee.

**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 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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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.

**3.5.1** 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 agreement 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 reasonably required by the Public Works Department and/or the Board of Education (the City's Using Agencies) 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, **(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 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 **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a duly authorized employee of the Contractor.

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 the Contractor's written request, the City will provide the Contractor with 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.

**5. Contract Time.** The Agreement is for a period of one (1) year and shall be effective on the date signed by the Mayor of the City of Waterbury (the “Initial Contract Term”), unless extended as provided herein.

**5.1. Option Periods.** The Parties shall have the option to extend this Contract pursuant to the same terms and conditions stated herein for up to two (2) additional one (1) year terms. Said options shall be exercised by mutual written consent of the Parties and executed prior to the expiration of the preceding term.

**5.1.1.** The City shall give written notice to the Contractor of its election to extend this Agreement through Option Year 1 prior to the expiration of the Initial Contract Term, and shall give written notice to the Contractor of its election to extend this Agreement through Option Year 2 prior to the to the expiration of Option Year 2.

**5.2.** As used in this Agreement, “Contract Time” shall include the Initial Contract Term plus any Option Year(s) elected by the City.

**5.3.** Time is and shall be of the essence for all Project milestones, the Substantial Completion Date and the Final Completion Date for the Project. 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 Contract Time is reasonable for the completion of the Project.

**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.** The compensation payable by the City to the Contractor shall be in accordance with the rates and fees set forth in Contractor’s Price Proposal and as summarized below:

6.1.1	Hourly Labor Rate:	\$ 92.00
6.1.2	Overtime Labor Rate:	\$146.00
6.1.3	Holiday Labor Rate:	\$180.00
6.1.4	Materials:	Cost plus 15%

**6.2. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. above 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.

**6.2.1 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.

**6.2.2** 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.

**6.3. 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 agreement, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for **RFP No. 6977** 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.

**7. Warranty of the Contractor.** Contractor warrants to the City that all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished under this Contract shall be new, and that all work under this Contract shall be of good quality, free from faults and defects and in conformance with this Contract for a period of no less than one year after the date of the City's written acceptance of such work.

**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.

**9.2.** 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. This Section intentionally deleted.**

**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** general 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. **\$5,000,000.00** each Occurrence and **\$5,000,000.00** each Aggregate

**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 and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured and also provide a Waiver of Subrogation to all lines including Workers Compensation. 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 is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The 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 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.

**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, firm 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, gender identity or expression, 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, gender identity or expression, 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. Affirmative 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 title.

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).

**16.5. Ownership of Instruments of Service.** The City acknowledges the Contractor's documents, reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this agreement, including electronic files, are Instruments of Service. Nevertheless, the final Instruments of Service, including, but not limited to architects, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared under this agreement shall become the property of the City upon City payment for that Instrument of Service and the City reserves the right to use the Instruments of Service.

**17. 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:

- 17.1 Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 17.2 war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
- 17.3 acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 17.4 strikes and labor disputes; and
- 17.5 certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which

prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall notify the other Party in writing as soon as is practicable and use their best commercially reasonable efforts to meet their obligations under this Agreement.

**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. 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.

**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 agreement. 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, F.I.C.A. 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).

**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.** 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:

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

**27.1.2** 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

**27.1.3** The Final Completion Date has not been changed.

**27.2.** Notwithstanding the foregoing, a Change Order shall not include

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

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

**27.3.** 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 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 27 shall be effectuated solely by an amendment to this Contract



complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**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, the historical documents are **(i)** the City's aforementioned **RFP No. 6977** and **(ii)** the Contractor's proposal responding to the aforementioned **RFP No. 6977**.

**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 there from 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: Sarracco Mechanical Services, Inc.  
61 Mattatuck Heights Road  
Waterbury, CT 06705

City: City of Waterbury  
c/o Public Works Department  
5<sup>th</sup> Floor, Jefferson Square Building  
185 South Main Street  
Waterbury, CT 06706

With a copy to: City of Waterbury  
Office of the Corporation Counsel  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702

**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.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "*The City of Waterbury - Code of Ordinances. (Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

**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

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 Agreement on the dates signed below.

**WITNESSES:**

**CITY OF WATERBURY**

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

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

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

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

**WITNESSES:**

**SARRACCO MECHANICAL SERVICES,  
INC.**

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

By: \_\_\_\_\_  
Print Name:

Its: \_\_\_\_\_  
(Title)

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

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

## **ATTACHMENT A**

- 1.** City's RFP No. 6977, consisting of 11 pages, which includes "Section C. Scope of Services," excluding sample City contract and contract compliance documents (attached hereto);
- 2.** Contractor's one (1) page Price Proposal dated June 17, 2021 for City-Wide On-Call HVAC Services (attached hereto);
- 3.** City's RFP No. 6977 and Contractor's Proposal (incorporated by reference);
- 4.** Solicitation Addendum #1, dated June 8, 2021 (incorporated by reference);
- 5.** Consultant's Certificate of Insurance (incorporated by reference);
- 6.** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 7.** All permits and licenses (incorporated by reference), and
- 8.** Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference).

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON POLICY & LEGISLATION**

Item #12.1

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the submittal of the following Resolution Proposal to CABE:

CABE urges the State Department of Education and the General Assembly to take action to provide flexibility to comprehensive high schools to employ individuals in career and trade fields as instructors, similar to that provided to the Connecticut Technical and Education Career System.

Rationale: Boards of education are working to provide career preparation opportunities within the comprehensive high school system but are finding it very difficult to employ individuals with both certification and trade experience. Our students will benefit greatly from learning from current practitioners in the trades. The opportunity to explore career pathways, combining education and training prepare students for a full range of postsecondary education options, including apprenticeships, fits Connecticut's educational goals.

Approved:

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Ann M. Sweeney



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.1

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum recommends the Waterbury Board of Education approve the following revised High School Science courses:

- a) Environmental Science
- b) Forensics
- c) Human Biology
- d) Human Biology with CPR/First Aid

Approved:

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Thomas Van Stone

## ***Waterbury Public Schools -Curriculum Committee***

***June 9, 2021***

<b>Title</b>	<b>Course Code</b>	<b>Credits (if Applicable)</b>	<b>Grade/s</b>
<b>ENVIRONMENTAL SCIENCE (S)</b>	<b>445</b>	<b>1.0</b>	<b>11/12</b>
<p>This NGSS-aligned course begins with the creation of Earth itself and the idea that all environmental systems consist of matter. Students will then move on to explore the use of energy and its impact on our planet. Carbon cycling and global warming will be investigated and students will be tasked with brainstorming ways to reduce their carbon footprint. Finally, students will dive into our oceans to study how acidification is affecting life under the water as well as the impact on the world above it. Human impact on the planet will be examined throughout the course and an underlying chemistry theme is present throughout. Students may choose this course in place of Chemistry in grade 11.</p>			

<b>Title</b>	<b>Course Code</b>	<b>Credits (if Applicable)</b>	<b>Grade/s</b>
<b>FORENSICS (S)</b>	<b>446</b>	<b>1.0</b>	<b>11-12</b>
<p>This NGSS-aligned course will focus on several forensic cases that need to be cracked. Students will be tasked with a hands-on, problem-solving approach to crime scene investigation. While students explore physical and chemical evidence found at crime scenes, they will study techniques such as fingerprint and handwriting examination and DNA analysis that will bring them closer and closer to solving the case.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
HUMAN BIOLOGY (S) HUMAN BIOLOGY WITH CPR/1ST AID (S)	411/411K 411B	1.0	11-12
<p>This NGSS-aligned, student-centered Human Biology course will focus on several medical mysteries. Students will engage in hands-on exploration of multiple body systems and their functions to undergo the process of solving these medical phenomena. The structure and function of the Skeletal, Muscular, Nervous, Endocrine, Cardiovascular, Respiratory, Digestive, Urinary, Integumentary, Immune, and Reproductive Systems will be investigated. This course is designed to prepare students for a career in the medical field. 411B integrates CPR/1st Aid course. Students will have an opportunity to obtain certification in both.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
INTRODUCTION TO MANAGEMENT POST (H)	MGT105	1.0	11- 12
<p>This course is an introduction to the principles of management examining their application in public and private, profit and non-profit organizations. Students will explore the areas of employee motivation, group behavior, leadership, strategic planning, organizational design, and career opportunities. Fundamental concepts of management, effective communication competency, ethical dilemmas faced by managers and corporate social responsibility will be explored. With successful completion of this course, students will receive college credit from Post University.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
<b>NELTA: NEW ENGLAND LABORERS TRAINING ASSOCIATION (S)</b>	<b>NELTA</b>	<b>0.5</b>	<b>12</b>
<p>Are you a senior interested in a high paying and rewarding career after graduation? Do you enjoy working outside and working with your hands? The Connecticut Pre-Apprenticeship High School Training Program may be for you. Students will learn the process for applying to the Laborers, Carpenters, Iron Workers, Electricians and Operating Engineers Unions. Students will also learn to wire a light fixture, mix and install concrete and take field trips to the apprenticeships training centers. Participants earn three certifications - CPR/First Aid, Flagger and OSHA 10. Students meet on one occasion each month for the entire school year. This course is in addition to a student's schedule and does not replace any other credit bearing courses. Students will be excused 1 day per month for either class instruction or field trips. Limit of 20 students per high school.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
<b>DRONE TECHNOLOGY * (S)</b>	<b>748</b>	<b>0.5</b>	<b>All Grades WCA Grades 11-12</b>
<p>In this flagship curriculum, the Milestone C team of aerospace professionals employ cutting-edge technologies and techniques to equip students with key professional skills pertinent not only to the drone industry, but also engineering at large. DTE students will learn about basic aerodynamics, unmanned aircraft architecture, and drone flight dynamics before applying the engineering process to design, build, and test fly their own drones in small teams, emulating a real-world aerospace engineering program from beginning to end. Following requirements analysis, design, manufacturing, and flight test, DTE students will embark on an engineering modification program, integrating wireless cameras and First-Person View (FPV) piloting systems on their drones. This one-of-a-kind aerospace experience culminates in a drone challenge, allowing student teams to compete against each other by applying the knowledge, skills, and experience gained during the course.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
DRONE OPERATOR PREP HONORS * (S)	749	0.5	All Grades WCA Grades 11-12

The emergence of drones in everyday life has captured this generation's imagination and remotely-piloted systems are undoubtedly the way of the future! It is estimated there will be 100,000 new civilian unmanned aircraft jobs available by 2025 with an economic impact of 85 billion dollars. DOP focuses on drone aerodynamics, design architecture, careers, and offers extensive flight training opportunities on highly-realistic drone simulators. This curriculum also serves as an intensive FAA test prep course for students who wish to become licensed commercial drone operators. In a truly unique combination, DOP creates a hands-on laboratory environment for students to apply their previous STEM knowledge while opening doors for lucrative and prestigious future career opportunities.

Title	Course Code	Credits (if Applicable)	Grade/s
MANUFACTURING 3 HONORS (S)	7737	1.0	10-12

Students will engage with topics in automation, manufacturing processes, computer modeling and various CNC (Computer Numerical Control) manufacturing equipment. Students will work in teams to apply the engineering design process to research, design, justify, and produce a finished product.

Title	Course Code	Credits (if Applicable)	Grade/s
FOUNDATIONS OF LEADERSHIP POST (H)	MGT203	1.0	11- 12 Grade 11 WAMS

This course will heighten awareness and broaden the participant's knowledge of leadership theory, trends & applications, with a strong focus on ethical leadership. This course encompasses leadership/management theories, techniques, and applications, managing ethical gray areas with integrity, and integrating leadership skills into daily work practices. This course provides students with an overview of business structure/functions, leadership styles, managerial processes, strategic planning, and change-oriented ethical leadership and considers the impact of public policy on leaders. With successful completion of this course, students will receive college credit from Post University.

Title	Course Code	Credits (if Applicable)	Grade/s
FINANCIAL ACCOUNTING POST (S)	ACC111	1.0	11-12 Grade 12 WAMS
<p>This course is for the student to learn about accounting as an information development and communications function that supports economic decision-making. The course will help students perform financial analysis; derive and assess information for personal or organizational decisions; and understand business, governmental, and other organizational entities. With successful completion of this course, students will receive college credit from Post University.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
MANAGERIAL ACCOUNTING POST (S)	ACC211	1.0	11-12 Grade 12 WAMS
<p>This course provides a practical understanding of the use of accounting data driven processes by management in planning and controlling operations in all functions of the enterprise and in closing many alternate courses of action. With successful completion of this course, students will receive college credit from Post University.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
PRINCIPLES OF MARKETING POST (H)	MKT200	1.0	12
<p>This course examines the basic marketing principles practiced by modern organizations including product development, distribution, promotion and pricing. Students explore topics including consumer engagement, strategic planning, and best practices along with the importance of measurements, analysis and utilizing acquired data. With successful completion of this course, students will receive college credit from Post University.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
SOCIAL MEDIA MARKETING POST (H)	MKT235	1.0	12
<p>The course examines social media in general in order to focus on its integration with a marketing strategy. Students will learn to build social media marketing plans and do the necessary analysis to customize plans to organizations. The theoretical underpinnings of social media will be explored so that students will better understand social media's explosive popularity. Various social media marketing tools will be touched upon as well as the evolving nature of social media communication. With successful completion of this course, students will receive college credit from Post University.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
IF YOU LOVE IT, TEACH IT UCONN (H)	8005	1.0	12
<p><i>Prerequisite: Successful completion of three years of high school English.</i> This is an educational foundations survey course for those who are interested in learning more about the landscape of K-12 education and how to connect their passions to it. If You Love it, Teach It engages students interested in working in K-12 settings in studies about teaching, learning, and schooling in the United States. It explores teaching and learning as processes that can relate to personal passions as well as how those passions are shaped, cultivated, or denied in different educational contexts. Course topics will include introductions to historical, philosophical, and social foundations of education, as well as how those foundations and personal passions relate to teaching as a profession, school organization, educational reform, and the reimagining of educational futures. <i>Though this course is only a half year, students earn 3 UCONN credits and therefore will earn a full high school credit for successful completion of the course.</i></p>			

Title	Course Code	Credits (if Applicable)	Grade/s
INTRO TO SPECIAL EDUCATION UCONN (H)	8006	1.0	12
<p><i>Prerequisite: Successful completion of three years of high school English.</i> Students will become familiar with the history, laws, regulations and concepts related to exceptional students and special education in American schools. Students will also gain an understanding of the characteristics of certain exceptionalities and how these characteristics might impact student learning, while exploring their own attitudes regarding exceptional students and people with disabilities. Students will also gain an understanding of the roles of various professionals in working with exceptional students in American schools. <i>Though this course is only a half year, students earn 3 UCONN credits and therefore will earn a full high school credit for successful completion of the course.</i></p>			

Title	Course Code	Credits (if Applicable)	Grade/s
<b>SOFTWARE DEVELOPMENT 1 * (S)</b>	<b>766</b>	<b>0.5</b>	<b>All Grades WCA Grades 11-12</b>
<p>In today's global technology network, software is the single common thread tying all disciplines together. All STEM industries, without exception, benefit from the efforts of software developers, engineers, and integrators on a daily basis. This lighting-paced course will introduce students to how corporate software projects are developed, managed, integrated, and fielded. An interface-oriented approach to software development eliminates the need for any prior coding experience. Students will navigate this complex world following a project-based roadmap and leave with a significant sense of accomplishment and key professional skills after creating professional-caliber apps, games, and control algorithms. SD graduates will establish a solid foundation in software development principles. More importantly, they will gain a big-picture understanding of interface management and the engineering process at large</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
<b>SOFTWARE DEVELOPMENT 2 * (S)</b>	<b>768</b>	<b>0.5</b>	<b>All Grades WCA Grades 11-12</b>
<p>Having gained knowledge in SD 1, students are thrust into a software development project to further their understanding, problem solving and teamwork skills. They will need to rely on team members to do their parts in order to complete the scope of the project on schedule. The students will gain a deep understanding of larger projects that incorporate software and harder integration to allow them to succeed in their future careers no matter what discipline or industry they end up in.</p>			



Title	Course Code	Credits (if Applicable)	Grade/s
CONCEPTUAL ENGINEERING MILESTONES * (S)	763	0.5	All Grades WCA Grades 11-12
<p>Designed by professionals with over 50 years of combined experience as Fortune 500 engineers and engineering managers, this course serves as a broad introduction to the world of corporate engineering. CEM is a horizon-broadening experience as much as a project-based laboratory to practice key professional skills required in all 21st century STEM industries including critical thinking, public speaking, task management, and effective teamwork &amp; communication. Through a series of conceptual small-team projects culminating in a hands-on final project, CEM will test the limits of all students' critical-thinking and collaborative abilities. The primary objective is to open students' eyes to the wide variety of career opportunities available to them in 21st century engineering, how to pursue them, and what day-to-day life as a corporate engineer may entail.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
ENGINEERING DESIGN PROJECT HONORS * (S)	764	0.5	All Grades WCA Grades 11-12
<p>This course is the brainchild of engineers educated under the CDIO (Conceived-Design-Implement-Operate) Initiative developed at MIT in the late 1990s. The CDIO approach uses active learning tools, such as group projects and problem-based learning, to better equip engineering students with technical knowledge as well as communication and professional skills. Milestone C's EDP curriculum has been carefully crafted with a sharp technical focus to groom future design engineers. Student teams will embark on an extended design project emulating a real-world engineering program complete with requirements analysis, milestone reviews, schedule and budget management, and a detailed test program prior to fielding a complex, physical end-product. Students will benefit from the technical and soft skills acquired during this course for years to come, regardless of the career path they choose.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
ROBOTICS 3 HONORS (S)	7797	1.0	10-12
<p>VEX V5 can be coded using VEXcode, a coding environment that provides students with an authentic programming experience and enables their VEX robots to become an engine of invention. Students use the same tools and programming languages that professionals use every day. With VEXcode, students acquire workforce readiness, and develop their identity as a programmer. Students will go through the engineering design process for an open ended build.</p>			

Title	Course Code	Credits (if Applicable)	Grade/s
COMPUTER SCIENCE EXPLORATIONS 1	6915_MS	1.0	6
COMPUTER SCIENCE EXPLORATIONS 2	7915_MS		7
COMPUTER SCIENCE EXPLORATIONS 3	8915_MS		8
<p>CS Explorations 1 is an introductory computer science course that empowers students to create authentic artifacts and engage with computer science as a medium for creativity, communication, problem solving, and fun. In this introductory course, students will learn the foundational concepts and skills of computer science (CS). They will explore using computers to solve problems and to express themselves. The course is designed to be engaging and relevant to student lives. Students build, remix and share animations, games, stories, music and art, in a collaborative environment.</p> <p>CS Explorations 2 is an introductory course based on MIT AI curricular resources for K-12 designed to help students explore Artificial Intelligence and it's far-reaching societal impacts in our world. The course is designed around engaging activities and learning units that integrate CS and computational thinking concepts with ethical design and responsible use, as students explore how these technologies can help solve problems and improve life for themselves and their communities.</p> <p>CS Explorations 3 is an introductory CS course designed to support the transition from block-based to text-based programming in Python, through engaging learning units and projects that explores CS through the lens of music, movies, and innovative tools including Earsketch music app, as a means for creative and social expression.</p>			

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.2

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum recommends the Waterbury Board of Education approve the following new High School CTE courses:

- a) Introduction to Management Post
- b) NELTA: New England Laborers Training Association
- c) Drone Technology
- d) Drone Operator Prep Honors
- e) Manufacturing 3 honors
- f) Foundations of Leadership Post
- g) Financial Accounting Post
- h) Managerial Accounting Post
- i) Principles of Marketing Post
- j) Social Media Marketing Post
- k) If You Love It, Teach It UConn
- l) Intro to Special Education UConn
- m) Software Development 1
- n) Software Development 2
- o) Conceptual Engineering Milestones
- p) Engineering Design Project Honors
- q) Robotics 2 Honors

Approved:

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Thomas Van Stone

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.3

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum recommends the Waterbury Board of Education approve the following new Middle School CTE courses:

- a) Computer Science Explorations 1
- b) Computer Science Explorations 2
- c) Computer Science Explorations 3

Approved:

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Thomas Van Stone

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #14.1

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_ as Vice Principal, Kennedy High School, effective immediately.

Approved:

\_\_\_\_\_  
Charles L. Stango

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #14.2

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_ as Vice Principal, Wilby High School, effective immediately.

Approved:

\_\_\_\_\_  
Charles L. Stango

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #15.1

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following  
athletic appointments:

DiPietro, Aline – Assistant Swimming Coach, WSMS, effective 11/01/21.  
Piccolo, Carla – Assistant Volleyball Coach, WHS, effective 08/23/21.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.2

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Summer Elementary Reading & Language Arts Curriculum Committee appointments:

Chiucarello, Lindsay  
Kirchberger, Alison  
Mulhern, Jacqueline  
Rodrigues, Nicole

Fengler, Kelly  
Marques, Lauren  
Rhinesmith, Wendy  
Steffero, Melissa

Johnson, Koral  
Meaney, Susan  
Rock, Stefanie

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.3

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Waterbury Math & Science Fellowship Committee appointments:

Della Calce, Anthony  
Munoz, Angela  
Purnawasi, Muniram  
Trumbley, Lori Ann

Kumar, Usha  
Pedalino, Rachel  
Seltzer, Mark  
Vostinak, Julie

LaBarba, Louis  
Pelosi, Emily  
Stowe, Eileen  
Wainwright-Staton, Karen

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #15.4

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Crosby High School Early College High School (ECHS) Summer Science and English appointments:

Angela Munoz – Science  
Cassie Danay – Substitute

Nicholas Stefanie – Reading/English LA

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.5

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the EAS High School, EAS Middle School, EAS Elementary School, and STEM Camp Teacher & Support Staff appointments and corrections:

*EAS High School Additional Hires:*

<i>Last Name</i>	<i>First Name</i>	<i>Assigned School</i>	<i>Proposed EAS HS Position</i>
<i>Demirs</i>	<i>Matthew</i>	<i>WAMS</i>	<i>Substitute Teacher</i>
<i>Ortiz</i>	<i>Alyson</i>	<i>WAMS</i>	<i>Science Teacher</i>
<i>Reyes</i>	<i>Maximina</i>	<i>WAMS</i>	<i>HS Secretary</i>
<i>Robalino</i>	<i>Alexandra</i>	<i>WAMS</i>	<i>Spanish</i>
<i>Sawyers</i>	<i>Hillary</i>	<i>WAMS</i>	<i>Math Teacher</i>
<i>Stokes</i>	<i>Blair</i>	<i>WAMS</i>	<i>Science Teacher</i>

*EAS Middle School Additional Hires:*

<i>Last Name</i>	<i>First Name</i>	<i>Assigned School</i>	<i>Proposed EAS MS Position</i>
<i>Brown</i>	<i>Cara</i>	<i>NEMS</i>	<i>Math Teacher</i>
<i>Cordero</i>	<i>Jose</i>	<i>WSMS</i>	<i>Bil. Math</i>
<i>Garcia</i>	<i>Zulma</i>	<i>WSMS</i>	<i>Bil. Interdisciplinary</i>
<i>Jackson</i>	<i>Margaret</i>	<i>NEMS</i>	<i>Interdisciplinary</i>
<i>Kalach</i>	<i>Kevin</i>	<i>WSMS</i>	<i>ELA (replacing Lena Pratt)</i>
<i>Teulings</i>	<i>Catherine</i>	<i>NEMS</i>	<i>Interdisciplinary</i>

*EAS Middle School External Hires:*

<i>Last Name</i>	<i>First Name</i>	<i>Assigned School</i>	<i>Proposed EAS MS Position</i>
<i>Acre</i>	<i>Dianne</i>	<i>WSMS</i>	<i>Math</i>
<i>Cuttino-Dortch</i>	<i>LaDevis</i>	<i>WSMS</i>	<i>Math</i>
<i>LaBonte</i>	<i>Arthur</i>	<i>NEMS</i>	<i>Math</i>
<i>Poulin</i>	<i>Gina</i>	<i>NEMS</i>	<i>ELA</i>
<i>Zeolla</i>	<i>Michelle</i>	<i>WSMS</i>	<i>Interdisciplinary</i>

*EAS Elementary School Additional Hires:*

<i>Last Name</i>	<i>First Name</i>	<i>Assigned School</i>	<i>Proposed EAS Position</i>
<i>Atkinson</i>	<i>Jennifer</i>	<i>Carrington</i>	<i>Elem. Secretary</i>
<i>Bayouth</i>	<i>Betzaida</i>	<i>Gilmartin/Carrington</i>	<i>ESL</i>
<i>Garcia</i>	<i>Julio</i>	<i>Reed/Duggan</i>	<i>ESL</i>
<i>Johnson</i>	<i>Dominque</i>	<i>Duggan</i>	<i>Elem. Secretary</i>
<i>Melendez</i>	<i>Doreen</i>	<i>Reed</i>	<i>Elem. Secretary</i>
<i>Robalino</i>	<i>Alexandra</i>	<i>Reed</i>	<i>Gr K</i>

*EAS Elementary/STEM External Hires:*

<i>Last Name</i>	<i>First Name</i>	<i>Assigned School</i>	<i>Proposed Position</i>
<i>Bonanno</i>	<i>Gina</i>	<i>Carrington</i>	<i>Grade 3</i>
<i>Chittenden</i>	<i>Megan</i>	<i>Carrington</i>	<i>Grade 4</i>
<i>Mast</i>	<i>Ashley</i>	<i>Carrington</i>	<i>Grade 1</i>
<i>McCartin</i>	<i>Sara</i>	<i>Carrington</i>	<i>Grade 2</i>
<i>Monks</i>	<i>Kimberly</i>	<i>Reed</i>	<i>Grade K</i>
<i>Rodrigues</i>	<i>Benson</i>	<i>STEM Summer Camp &amp; Gilmartin</i>	<i>Grade 1</i>
<i>Gomez</i>	<i>Andrea</i>	<i>STEM Summer Camp</i>	

*EAS Elementary School Corrections:*

<i>Last Name</i>	<i>First Name</i>	<i>Assigned School</i>	<i>Proposed EAS Position</i>
<i>Davino</i>	<i>Melissa</i>	<i>Duggan</i>	<i>Gr K</i>
<i>DeSanto</i>	<i>Christine</i>	<i>Duggan</i>	<i>Gr 3</i>
<i>Robinson</i>	<i>Debra</i>	<i>Gilmartin</i>	<i>Gr 2</i>
<i>Wells</i>	<i>Kelley</i>	<i>Duggan</i>	<i>Gr 3</i>

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.6

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following ESY Teacher and Support Staff appointments and corrections:

*ESY Corrections:*

Last Name	First Name	Current Position	Proposed ESY Position
Bleau	Lisa	Special Educ. Teacher	Wilby BDLC (replacing Lisa Antidormi)
DeFeo	Dawn	Special Educ. Teacher	Carrington/ Reed ESC
Grendzinski	Katie	Special Educ. Teacher	Carrington/Rotella/ Maloney/Gilmartin Inclusion
Hartley	Jessica	Special Educ. Teacher	NEMS Resource Room
Leclerc Rodriguez	Tracy	Special Educ. Teacher	NEMS/Wilby ESC
Miller	Alexandra	Special Educ. Teacher	Bucks Hill Pre K
Osterhout	Alexa	Special Educ. Teacher	Reed Inclusion

*ESY Additional Hires:*

Last Name	First Name	Current Position	Proposed ESY Position
Bessette	Amanda	Para Sub. Teacher	Duggan Inclusion
Cassidy	Lauren	Special Educ. Teacher	NEMS ABA
Delano	Teresa	Special Educ. Teacher	Wilby CBT
Langdon-Watton	Sheila	Interpreter/Assessor	Maloney Sign Lang. Interp.
Lehane	Danielle		Social Worker
Stevens	Christina	Interpreter/Assessor	Maloney Sign Lang. Interp.

*ESY Non-Certified Hires:*

Last Name	First Name	Proposed ESY Position	
Alvarez	Isory	Paraprofessional	
Correa	Marlene	Paraprofessional	
Samaha	Mary	Paraprofessional	

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #15.7

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Wilby High School  
Recoupment Academy Summer Program Appointments:

Borges, Laura – Edgenuity Teacher  
Morrow, Olivia –Edgenuity Teacher  
Zappone, Evette – Administrator

Correa, Jennifer – Edgenuity Teacher  
Porco, Abigail – Sub. Edgenuity Teacher

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.8

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Waterbury Career Academy Summer Transition Program Appointments:

DeFrancesco, Nora – ELA  
Johnson, Tennyson – Technology Educ.  
Riley, Kara – Program Administrator

Freitas, Ashley – Math  
Kollchaku, Nikoleta – Math

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.9

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Voluntary Teacher Transfers effective 2021/22 school year:

Last Name	First	From	To
Cruz	Maria	Hopeville Bilingual Gr 1	International Dual Language School Gr 1 Spanish
Garcia	Nilsa	Hopeville Bilingual Gr K	International Dual Language School Gr K Spanish
Martinez	Kristina	Sprague Gr 1	Bucks Hill Title I Literacy
Rizzo	Lisa	Bucks Hill Reading Teacher	Wendell Literacy Facilitator
Sullivan	Mariannina	Washington Title I Literacy	Regan Literacy Facilitator

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #15.10

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

Byron, Louise – PreK, Bunker Hill, effective 06/16/21.

Deer, Patricia – School Counselor, CHS, effective 06/30/21 (correction).

Glass, Rosalyn – Vice Principal, KHS, effective 06/30/21 (date change).

Hudobenko, Filomena – Vice Principal, Bucks Hill, effective 08/31/21.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #15.11

July 15, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

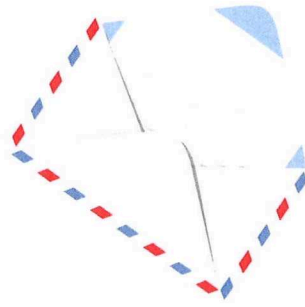
The Superintendent of Schools notifies the Board of Education of the following resignations:

DellaVolpe, Erica – WAMS, PE/Health, effective 07/01/21.  
Epperson, Janice – Assistant Superintendent, effective 07/09/21.  
Galvin, Dina – Art, Chase, effective 06/16/21.  
Medina, Yasmin – Kindergarten, Chase, effective 07/09/21.  
Milo, Maria – Elementary Vice Principal, Chase, effective 06/15/21.  
Moore, Megan – WAMS, PE/Health, effective 06/24/21.  
Morse, Joseph – Math, WCA, effective 07/08/21.  
Paolino, Ellen – Elementary Principal, Walsh, effective 07/23/21.  
Pinho, Kelly – Vice Principal, Driggs, effective 07/09/21.  
Toussaint, Danielle – SMS, Grade 5, effective 07/29/21.  
Zeskand, Vanessa – Literacy Title I, CHS, effective 06/16/21.

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools



# COMMUNICATIONS



For the period of  
June 30, 2021 through July 13, 2021



# Connecticut Association of Boards of Education

*Vincent A. Mustaro, Senior Staff Associate for Policy Services*

## PRESENTS POLICY HIGHLIGHTS

July 9, 2021

Volume 21 – Issue #1 & #2

**Required Annual Due Process Notifications (Updated):** School districts are required by federal and state laws and regulations to provide parents, guardians, students, employees in some cases, and the public with information which affect them pertaining to board policies or public notices, some of which must be provided at the beginning of the school year. Additional changes may be necessary based upon any special session of the General Assembly and/or regulatory changes at the state and federal levels.

School districts have some discretion in how this information can be distributed. Commonly distributed in the fall, some forms include letters, booklets, mailings, inclusion in a student or parent handbook, district calendar, posting on the district and/or school's website, adding to student portals, district newsletters and in an annual notification manual. Also consider the creation of a dedicated annual notice page on the district's website where all notices are compiled and maintained. It is recommended that districts use multiple modes of delivery; a combination of the above.

Student handbooks, hard copy and/or electronic, remain one of the most direct means of implementing board policies and meeting this important annual obligation. Handbooks should be reviewed and updated annually to assure consistency with changes or additions in board policies, administrative regulations, new or revised state and federal requirements, judicial decisions and changes in local procedures and practices. Student handbooks, which should be shared with parents/guardians, provide information about the school district, individual schools and most importantly, about the rules and regulations with which students are expected to conform and of which parents/guardians need to be aware.

In order to protect themselves regarding the required due process notifications, school districts should consider requiring parents/guardians to sign and return to school a form that signifies they have read and reviewed the handbook with their students. This helps to ensure parental knowledge about board policies. However, handbooks should not be viewed and used as the only way to provide this knowledge. Many districts also provide this needed information on district and school websites, in school calendar publications and in a specific handbook-type publication which addresses the required notifications and also contain related policy language. Further, some legislation specifically requires notification to be posted on district and/or school websites.

Listed below are the required due-process notifications which should be given annually usually at the beginning of each school year and to new enrollees at the time they register in the district. Links are provided, in some cases, to documents that may be used in writing some of the required notices. Relevant policies are also listed.



### **Notifications Required by Federal Legislation**

A. Notifications required by the **Elementary & Secondary Education Act (ESEA)**, reauthorized as the Every Student Succeeds Act of 2015, P.L.114-95, pertaining to:

1. Homeless students and children in foster care (choice of school, transportation and educational services, contact info.) ESSA requires a description of services the district will provide to support the enrollment, attendance, and success of homeless and foster children and youth. The district must disseminate public notice of McKinney-Vento Act rights in locations frequented by parents/guardians and unaccompanied youth in a manner and form understandable to parents/guardians and youth. **Policy #5118.1 and Policy #5118.3** (See “F” McKinney-Vento Act)
2. Title I school, parent and family engagement (including required informational meeting). Parents and family members required to be involved in developing district plans and providing assistance to schools on planning and implementing effective family and parent involvement activities to improve student academic performance and school performance. An outreach to parents of English learners is required and to hold regular meetings with such parents. *Section 1116(a)(2) &(b)(1)*, **Policy #6172.4**.

**Access:** <https://www2.ed.gov/about/inits/ed/earlylearning/files/policy-statement-on-family-engagement>.

3. Teacher and paraprofessional qualifications. Inform parents/guardians of their right to request information at the beginning of the school year to request information about whether the student’s teacher has met state qualifications (certification) and licensing criteria for the grade levels and subject areas in which the teacher is providing instruction; whether the teacher is under an emergency or other provisional status, and whether the teacher is teaching in the field of discipline covered by the teacher’s certification. Parents/guardians also to be notified of their right to know whether their children are provided services by a paraprofessional and such person’s qualifications. Also parents/guardians must be provided “timely notice” that the student in a Title I school has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet applicable state certification for the grade level or subject to which the teacher has been assigned. *Section 1112(c)(1)(A)(1-11)*, **Policy #4111/4211**.
4. English Learners (EL) students (re: placement in program, selection process etc.) Parents/guardians must be notified within first 30 days of school if their child has been identified as an English learner, when the child was not identified prior to the beginning of the school year.) *Section 1112 (c)(3)(A-B)*, **Policy #6141.311**.
5. Individual achievement on state assessments (as soon as practicably possible after tests taken & results received). *Section 1112(e)(1)(B)(i)*, **Policy #6146.2**.
6. Academic assessment and local education agency and school improvement (annual report cards, progress reviews, School Accountability Index as soon as practicable after the assessment is given). *Section 1111(h)(2)(A-B)(i-111)*, **Policy #5124, 5124.1, 6146.2**.
7. Participation in NAEP assessment (re: required permission). **Policy #5124.1**.

8. Military recruiters access to directory information (names, addresses, & phone numbers, including opt-out procedure This notice may be provided as part of the required FERPA notice). *Section 9528(a)(2)*, **Policy #5145.14**. (Also required by C.G.S.10-221b)
  9. Surveys of student's/student privacy issues. (*See item "C"*) **Policy #6162.51**.
  10. Schools identified under ESSA for "comprehensive support and improvement" or "targeted support and improvement" **if and when applicable**, given in an understandable and uniform format and to the extent practicable in a language parents/guardians understand. (Provided to parents directly, by regular mail or e-mail, media, Internet or public agencies serving the student population and their families). In addition to the notification that the school has been identified as such, also provide the reasons for the identification and how parents can become involved in the needs assessment and in developing a comprehensive support and improvement plan. **Policy #6172.4**.
  11. ESSA requires the publishing of state and local report cards on their websites. Such reports should be concise and in an accessible format. **District and School Profile Reports**.
- B. Notification of student and parental/guardian rights required by the **Federal Educational Rights and Privacy Act (FERPA)** including the local definition of "directory information," district transfer of records, rights to inspect, review and amend education records, how to file a complaint with the U.S. Department of Education and the manner in which parents/guardians can challenge record content or how to opt-out of allowing the district to release directory data. The statement should define a school official and also what constitutes a legitimate educational interest when it comes to accessing a student's educational records. The model "Notification of Rights under FERPA" reflects the federal regulations. Notice may be provided in any way that is reasonably likely to inform parents of their rights and must effectively notify parents who have a primary or home language other than English and parents or eligible students who are disabled. The U.S. Department of Education recommends that districts post its FERPA notices on their websites. FERPA regulations permit LEAs and schools to adopt limited directory information policies that allow the disclosure of directory information to specific parties, for specific purposes. *34 C.F.R. § 99.7 (a)(2)*, *34 C.F.R. § 99.37(d)*, **Policy #5125; Policy #5125.15**
- Access: <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html> (model FERPA notice)  
<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/mndirectoryinfo.html> (model directory information notice)
- C. The **Protection of Pupil Rights Amendment (PPRA)** requires school districts to adopt policies regarding student surveys, instructional materials, physical examinations which are not legally required and not necessary to protect immediate health and safety of student or others, and personal information used for marketing. Parents must be offered an opportunity to opt out their child from these activities. Parents must be notified of the student privacy policy at least annually at the beginning of the school year and within a reasonable time period after any substantial change is made to the policy. The U.S. Department of Education recommends that districts also post their PPRA notices on their websites. *20 U.S.C. § 1232h. (c)(2)(A)*, **Policy #5145.15, #6162.51**.



Access: <https://www2.ed.gov/policy/gen/guid/fpco/ppra/modelnotification.html> (model PPRA notification of rights notice)  
<http://www2.ed.gov/policy/gen/guid/fpco/pdf/ppraconsent.pdf> (model PPRA model notice & consent/opt-out for specific activities)

- D. Districts participating in the **National School Lunch Program**, the **School Breakfast Program** or the **Special Milk Program** must provide information at the beginning of the school year about free and reduced price meals and/or free milk. Districts must also provide parents/guardian an application form and information pertaining to completing such application. The U.S. Department of Agriculture's document, Eligibility Manual for School Meals contains all needed information. The district's policy pertaining to lunch charging must also be disseminated. The manual contains relevant notices. 7 C.F.R. §245.5, **Policy #3542.31, #3542.33, #3542.43.**

Access: <http://www.fns.usda.gov/sites/default/files/english.pdf> (application forms available in 34 translations)

Access: the Eligibility Manual for School Meals which contains relevant notice in the appendices at: <https://www.fns.usda.gov/eligibility-manual-school-meals>

**Note:** In schools where at least 80% of enrolled students have free or reduced price meal eligibility, annual notification of program availability and certification only needs to occur once every two consecutive years.

- E. The **Healthy, Hunger Free Kids Act of 2010**, as amended, requires districts to inform and update parents/guardians, students, community annually about the content and implementation of the local wellness policy and discuss any updates. Districts must also periodically measure and report on the implementation of the local wellness policy including the extent to which local schools are in compliance with the local school wellness policy and the extent to which the local wellness policy compares to model school wellness policies and a description of the progress made in attaining the goals of the local school wellness policy. This requirement can be met by disseminating printed or electronic material at the beginning of the school year and posting the local wellness policy and an assessment of its implementation on district/school websites. **Policy #6142.101.**

With the help of school food services staff, districts must implement procedures to enable parents and guardians to request modifications to meal services for their children with disabilities. The district must notify parents/guardians of the process to request meal modifications that accommodate the child's needs and the process for resolving disputes. 42 U.S.C §1758b(b)(4), 42 U.S.C §1758b(b)(5)(A), 7 C.F.R. Parts 210 & 220, 7 C.F.R. §§15b.25, 15b.6(b).

Access: [Policy Memorandum on Modifications to Accommodate Disabilities in the School Meal Programs](#)

- F. The **McKinney Vento Act**, as reauthorized by ESSA, requires school districts through their homeless student liaisons to provide public notice of the education rights of homeless students disseminated in places where homeless students receive services under the Act, including schools, family shelters and soup kitchens. The notice must be in a manner and form understandable to homeless students and their parents/guardians and to the extent possible, in their native language. 42 U.S.C. §11432(e)(3)(C)(i), 42 U.S.C. §11432(e)(3)(C)(iii), **Policy #5118.1.** (Also see item A.1)

Access: <https://www2.ed.gov/policy/elsec/guid/secletter/160726.html>  
<https://www.gpo.gov/fdsys/pkg/FR-2016-03-17/pdf/2016-06073.pdf>

- G. The **Asbestos Hazard Emergency Response Act (AHERA)** requires districts to inspect their buildings for asbestos-containing building materials and develop, maintain, and update an asbestos management plan. Parents, teachers, and employee organizations must be notified annually, in writing, of the availability of the asbestos management plan and planned or in progress inspections, re-inspections, response actions and post-response actions, including periodic re-inspections and surveillance activities. 40 C.F.R. §§763.84(c), (f), 763.93 (g)(2), **Policy #3516.12.**

Access: <http://www2.epa.gov/asbestos>.  
<https://www.epa.gov/asbestos/asbestos-and-school-buildings>.

- H. **Notice of Non-Discrimination under Title VI, Title IX, Section 504, Age Discrimination Act, Title II of the ADA and the Boy Scouts of America Equal Access Act** prohibits discrimination in programs or activities receiving federal and/or state financial assistance. The regulations implementing these statutes require school districts to notify students, parents and others that they do not discriminate on the basis of race, color, ethnicity, national origin, sex, pregnancy, disability or age. Equal access to the Boy Scouts and other designated youth groups is also required. New Title IX regulations require districts to have a Title IX coordinator, to notify all students, parents/guardians, employees and all union/bargaining units of the name or title, office address, email address and telephone number of the designated Title IX coordinator(s) and to adopt and publish a grievance procedure to resolve student and employee complaints under Title IX. The required contact information must also be prominently displayed on the District website. A notice must also be published that the district does not discriminate on the basis of sex in admissions or employment. The nondiscrimination notice must be displayed prominently in each announcement, bulletin, catalog, or application used to recruit students or employees and on the district's website. 34 C.F.R. §106.8 (b), **Policy #5145.4, 5145.44, 4000.1.**

Access: <http://www2.ed.gov/print/about/offices/list/ocr/docs/nondisc.html> (sample notice that meets the requirements of these statutes) The notice must include the identity and contact information of the coordinators designated to handle complaints under Title IX, Section 504, the ADA, and the Age Discrimination Act.

- I. The **Individuals with Disabilities Act (IDEA)** requires that parents of a child with disabilities be given a copy of procedural safeguards one time a year and also upon initial referral or parental request for an evaluation, upon filing a request for a due process hearing, upon a disciplinary action constituting a change in placement, or upon request of a parent. The procedural safeguards may be posted on the district's website. The notice must fully explain IDEA's procedural safeguards in an easily understandable manner and in the parent's native language unless it's clearly not feasible to do so. Parents may choose to receive the safeguard notice and other notices under IDEA by e-mail if the district makes this option available. 20 U.S.C. §1415(d)(1)(a), 34 C.F.R. §300.504(a), **Policy #'s 6171, 5144.3, 6159.**

Under the IDEA parents must also be informed when the personally identifiable information contained in a student's records is no longer needed to provide services.



Access: [www.portal.ct.gov/SDE/Services/Special-Education/https://sites.ed.gov/idea/files/idea/policy/speced/guid/idea/memosdcltrs/osep-letter-to-zacchini-2-27-17.pdf](http://www.portal.ct.gov/SDE/Services/Special-Education/https://sites.ed.gov/idea/files/idea/policy/speced/guid/idea/memosdcltrs/osep-letter-to-zacchini-2-27-17.pdf)

PPTs are also required to notify parents at each PPT meeting of “any relevant information and resources relating to IEPs created by the CT SDE, including, but not limited to, information relating to secondary transition resources, including for autistic students, and services for high school students.

Access: <http://www2.ed.gov/policy/speced/guid/idea/modelform-safeguards.pdf> (model Safeguards Notice)

The procedural safeguards notice requirements in the IDEA also apply to parents of homeless children with disabilities.

Parents/guardians must be informed at the time the district intends to destroy a student’s records containing personally identifiable information when such personally identifiable information is no longer needed to provide services.

#### **Notification Regarding Use of Public Benefits or Insurance**

Districts, after determining as required a child’s Medicaid enrollment status, must provide a written notification to a child’s parent/guardian before accessing a child’s or parent’s public benefits or insurance (Medicaid) for the first time and annually thereafter. This notification must be written in language understandable to the general public and in the parent’s native language or other mode of communication used by the parent, unless clearly not feasible to do so. **Policy #3231.**

- J. The **Health Insurance Portability and Accountability Act (HIPAA)** requires notice of privacy practices which describes how the district may use and disclose protected health information, duties to protect privacy, information about privacy practices and a complaint procedure. *42 U.S.C. §§1320d-1, 1320d-2(d)*, **Policy #4112.61.**

Access: [www.hhs.gov/ocr/hipaa/](http://www.hhs.gov/ocr/hipaa/)

- K. The **Children’s Internet Protection Act (CIPA)** requires the adoption and dissemination of a policy (Acceptable Use Policy) pertaining to the safe use of the Internet. ESSA maintains the internet safety policy requirement which mirrors CIPA requirements. *47 U.S.C. §254(h)(5)(B)-(c), 254(1)*, **Policy #5131.81, 6141.321.**
- L. The **Pro Children’s Act of 2001** requires notification that smoking is prohibited in all district facilities. **Policy #1331, #6164.11.** (CT’s P.A. 19-13 also bans e-cigarettes, nicotine delivery systems and vapor products.)
- M. The **Family and Medical Leave Act of 1993** requires employers to post a general notice/poster from the U.S. Department of labor, or in another format so long as it includes all the information in Labor’s FMLA Poster, explaining the FMLA’s provisions and complaint procedures. This general notice must be posted even if no employees are eligible for FMLA leave. The notice must be posted prominently where it can be readily seen by employees and applicants.

The general notice, FMLA leave eligibility notice, rights and responsibilities notice, and the FMLA designation notice shall either be distributed to each new employee upon hiring or be included in employee handbooks or other written guidance concerning benefits or leave rights. Electronic posting is sufficient to meet these requirements. 29U.S.C. §2619, **Policy #4152.6/4252.6.**

- N. The name and contact information of the **COVID-19 Health and Safety Compliance Liaison** is to be posted on the district website.
- O. The **Fair Labor Standards Act** requires the posting of a minimum wage poster in a conspicuous place.

**Notifications Required by State Legislation**

1. Statement of equal opportunity in employment and education (Non-Discrimination/Affirmative Action-10-220). **Policy #0521, #6121.**
2. Attendance policy/absence procedures/make-up procedures, mental health days, and definitions of excused and unexcused absences, grounds for truancy, chronic absenteeism (P.A.18-182, P.A. 21-46, 10-221(b), 10-198a). **Policy #5113, 5113.2.**
3. Conduct/discipline/suspension/expulsion (Code of Conduct) (10-233e as amended). **Policy #5114, 5131, 5144.**
4. Substance use and abuse policies and procedures, (Alcohol, Drugs, Tobacco- 10-221(d) as amended). **Policy #5131.6, #6164.11.**
5. Grading system including class rank/weighted grades, graduation requirements, report cards and progress reports, promotion and retention (10-220g, 10-223a, as amended). **Policy #6146, 6146.1, 6146.11, 5121.**
6. Means to achieve parental involvement including parent conferences (10-221(f)). **Policy #1110.1.**
7. Pesticide application plans/notification/prior year's use (At beginning of each school year of district's pest management policy, notification prior to every pesticide application to parents/guardians and staff with a registered request for notification; 10-231a et. seq.as amended. Districts without IPM plans are required to provide notice of pesticide applications to be sent electronically. Districts with IPM plans must send notices of pesticide application by any means practicable. District website must provide information on how parents/guardians may register for prior notice of pesticide applications. **Policy #3524.1.**
8. Transportation safety complaints procedure (10-221c). **Policy # 3541.5.**
9. Health services including administration of medication, communicable/infectious diseases, immunizations, physical examinations (include information regarding asthmatic inhalers & Epinephrine auto-injectors at school. (10-212(a) as modified by PA 21-6 regarding religious exemptions to vaccinations.). **Policy #5141, 5141.21, 5141.3.**
10. Child abuse, neglect, and sexual assault reporting policy (17a-101i(e)). **Policy #5141.4.**
11. Youth suicide prevention policy and procedures (10-221(e)). **Policy #5141.5.**
12. Treatment of recruiters in the school setting (10-221b, ESEA). **Policy #5145.14.**
13. Inform parents, guardians at the middle and high school level of the availability of vocational, technical and technological education and training at technical high schools and agricultural sciences and technology education at regional agricultural science and technology education centers. (10-220d). **Policy #5145.14.**

14. Offer to meet with parents/guardians after a child has been assessed for possible placement in special education and before PPT meets to discuss the PPT process and parental concerns about the student. (10-76b).
15. Provide parents/guardians with State Department of Education information and resources relating to IEPs as soon as a child is identified as requiring special education. (10-76b as amended).
16. Homework policy (10-221(b)). **Policy #6154.**
17. Exemption from AIDS instruction (10-19(b)). **Policy #6164.12.**
18. Bullying/cyberbullying policy *at the beginning of each school year*, (including annual notice to students about how to make a bullying or teen dating violence report and the Safe School Climate Plan; 10-222d as amended). Notify parents/guardians of affected students electronically the results of any investigation into such acts. **Policy #5131.911.**
19. Promotion, placement, retention (10-223a). **Policy #5123.**
20. Pledge of Allegiance policy (10-230(c)). **Policy #6115.**
21. Psychotropic drug use policy (10-212b). **Policy #4118.234/5141.23.**
22. Green cleaning program policy and statement of the names & types of environmentally preferable products use, where applied, schedule for application and contact person for more information; must notify staff and if requested, parents/guardians of enrolled students. (10-220, 10-231a-231d). **Policy #3524.2.**
23. Plan for managing students with life-threatening food allergies. This is also required to be posted on district/school websites. Include language regarding use of Epipens by trained school bus drivers(10-212c). **Policy #5141.25.**
24. Notification to parents/guardians of preschool special education students who reach age 5 or 6 of their legal right to hold their child back from entering kindergarten for a year. **Policy #5112.**
25. Coaches and other “qualified school employees” to notify a student athlete’s parent/guardian when he/she is removed from play due to a concussion or suspected concussion, within 24 hours of removal but to make a reasonable effort to provide such notice immediately after the student’s removal. (PA 14-66). **Policy #5141.7.**
26. Information posted on the district’s website pertaining to interdistrict magnet schools. (10-220d). **Policy #5117.2.**
27. Information posted on district’s website pertaining to Board of Education aggregate spending on salaries, benefits, supplies, equipment, tuition, services, and other items for each district school (PA 13-247). **Policy #3432/3433.**
28. Information posted on district website on a quarterly basis of the Board’s current and projected expenditures as required by PA 19-117.
29. Information to be provided concerning the district’s sudden cardiac prevention program (PA 14-93). **Policy #5141.28.**
30. Information pertaining to the sexual abuse and assault awareness and prevention program and notification to be provided regarding the ability to opt out of the program in total or portions (PA 14-196 as amended). **Policy #5145.511.**
31. District plans and procedures that establish monitoring and reporting of the use of physical restraint and seclusion as required by PA 15-141 and amended by PA 18-51. **Policy #5144.1.**  
Include information pertaining to the use of exclusionary time out. **Policy #5144.1 and Policy #5144.2.**



32. Required posting on district website information about the district's alternative education programs. Such notification is to include the program's purpose, location, contact information, staff directory, and enrollment criteria as required by PA 15-133. **Policy #6172.**
33. Parent's ability to opt out their children from emergency epinephrine administration. **Policy #5141.21.**
34. Information that the Board of Education is required within five business days of executing a contract with a software contractor or information storage contractor that involves student personally identifiable information to post notice of such contract on the Board's website. (PA 16-189, PA 18-125). The notice, which must include a copy of the contract, must state the date of contract execution, its start date, a brief description of the contract and its purpose, state what student generated content, student information or student records may be collected under the contract and indicate that the parent/guardian of a student affected by the contract may choose to opt their student out of participation in the contract's execution. On or before September 1 annually, the Board of Education must electronically notify students and their parents/guardians of the website address where information pertaining to the contract is posted. **Policy #3520.13.**
35. Information that the Board of Education, upon the notice of a breach of security by a contractor (PA 16-189 as amended by PA 18-125) is required, within two business days, to notify students and their parents/guardians whose student information, student records or student generated content was involved in such breach. The notice of the breach is required to also be posted on the district's website. The Board is required to maintain and update as necessary a website with information relating to all contracts entered into pursuant to this policy. **Policy #3520.13.**
36. Sign to be posted on school premises indicating that smoking, including the use of electronic cigarettes is prohibited by state law. (PA 15-206 and PA 19-13).
37. Information pertaining to the posting of the telephone number of DCF's child abuse hotline, "Careline" and the Internet address that provides information about the Careline in each district school in a conspicuous location frequented by students and in various languages most appropriate to students at each school. (PA 16-188). **Policy #5141.4.**
38. Distribute to parents of children receiving special education services in grades 6 through 12, inclusive, once per year at a PPT meeting the "Transition Bill of Rights" notifying parents/guardians of their rights regarding the transition planning process. The "Transition Bill of Rights" is available on the [SDE Bureau of Special Education/Secondary Transition](#) web page.
39. Inform parents/guardians of their right to exempt their child from the district's firearm safety program, if the district offers such a program. (PA 19-5). **Policy #5142.**
40. Post on the district's website a plain language explanation of the rights and remedies afforded to parents/guardians available under C.G.S. 10-4a and 10-4b. (PA 19-166). **Policy #5131.911.**
41. Notify the parent/guardian of a child identified as gifted/talented regarding the manner of identification, the staff member in charge regarding such program(s), the person at SDE that can be contacted regarding gifted/talented programs and the names of associations/groups providing support to such identified children. (PA 19-184). **Policy #6172.1.**
42. Post in each school in a prominent and accessible location information (poster) concerning the illegality of sexual harassment and remedies available to victims of sexual harassment. In addition, provide, not later than three months after an employee's start date with the District, a copy of the information concerning the illegality of sexual

harassment and remedies available to victims of sexual harassment to each employee by electronic mail with a subject line that includes the words "Sexual Harassment Policy" or similar, if the District has provided an e-mail account to the employee, or if the employee has provided the District with an e-mail address. Also post the information on the district's website. (Note: *The Board can also fulfill this requirement by providing a link to its employees by e-mail, text message or in writing, of the information posted by The Connecticut Commission on Human Rights and Opportunities (CHRO) on its website.*) There is also a two-hour training requirement for all employees. (P.A.10-16) **Policy #4118.112/4218.112.**

43. Notify parents of the availability of remote parent-teacher conferences. (P.A. 21-46) **Policy 1110.1.**
44. Notify students/parents/guardians of district policy regarding the charging of meals. (P.A.21-46) **Policy #3542.43.**
45. Provide information regarding any availability of a remote learning option. (P.A. 21-46) **Policy #6112.**
46. Inform parents/guardians of any planned administration of a social-emotional learning assessment to students (P.A. 21-95) **Policy #6142.102.**

### **Recommended Notifications**

In addition to the above required due-process notifications, the CABA Policy Service also recommends that students, parents/guardians be notified of the following: (via student/parent handbooks, district and school websites, and notifications at various opportune times during school year)

1. Missions statement, statement of educational goals, educational philosophy, and vision statement of school and/or district. **Policy #0000.**
2. Admission/placement of students, (including placement of former home-schooled students). **Policy #5111, 5122.3.**
3. Student dismissal precautions/leaving school grounds. **Policy #5142.4.**
4. Dress code. **Policy #5132.**
5. Distribution of materials by/to students. **Policy #1140.**
6. Extracurricular activities including eligibility requirements, compliance with CIAC regulations. **Policy #6145.2.**
7. Student publications, productions (regulation of, censorship). **Policy #6141.3, 6141.31.**
8. Student fees such as club dues, security deposits, student accident insurance, parking fees, damaged books and equipment etc. **Policy #6161.21.**
9. Field trip requirements and procedures. **Policy #6153.**
10. Property, lockers and equipment including responsibility for loss or damages; care of property by student. **Policy #6161.2.**
11. Search and seizure issues including lockers, desks, strip searches, and cars in parking lots, canine sniffer use, video surveillance, metal detectors, breathalyzer use. **Policy #5145.12, 5145.124, 5145.122, 5145.123, 5131.111.**
12. Harassment policies, including sexual and peer, and the name(s) of person designated to receive complaints concerning discrimination or harassment. **Policy #5145.51, 5145.5, 4118.112.**
13. Textbook care and obligations. **Policy #6161.2.**
14. Visitors to schools. **Policy #1250.**

15. Classroom observations. **Policy #1250.1.**
16. Student automobile use on school grounds. **Policy #5131.3.**
17. Opt-out provision and procedures for controversial curriculum/procedures, including animal dissections. **Policy #6144.1.**
18. Student organizations and equal access (use of school facilities by students-limited, open, or closed forum). **Policy #6145.**
19. Regulations, discipline concerning use of district/school computer networks, websites. **Policy #6141.321, 6141.322.**
20. Emergency school closing procedures, including safety and accident prevention. **Policy #6114.4, 6114.6, 6114.7.**
21. Fund raising procedures/restrictions. **Policy #1314, 1324.**
22. Transportation rules etc. **Policy #3541 et seq.**
23. Technology-related issues: acceptable computer use policy and agreement, electronic devices including but not limited to cell phone use, laser pointers, I-Pods, cyberbullying, sexting, social networking sites, BYOD program, etc. **Policy #6141.323, 6141.325, 6141.326, 6141.327, 6141.328.**
24. Child nutrition including special dietary needs and the district's food allergy plan. **Policy #5141.25.**
25. Assignment to teachers &/or classes. **Policy # 5122.**
26. Emergency action response plan for appropriate use of school personnel to respond to incidents involving sudden cardiac arrest or life threatening emergencies on school grounds and at athletic events (Use and location of AEDs as amended by PA 14-93). **Policy # 5141.27, 5141.28.**
27. Student concussions, Concussion Education Plan requirement for students and parents. **Policy #5141.7.**
28. Weapons and dangerous instruments policy and consequences. **Policy #5131.7.**
29. School Governance Councils – overview, implementation, election process etc. **Policy #1110.3.**
30. Non-traditional means to earn academic credits for graduation including online course work- permitted for graduation credits, credit recovery, mastery based performance (PA 13-108). **Policy #6172.6.**
31. Advanced placement course program. **Policy #6141.5.**
32. Educational opportunities for children of parents in the military as a result of Connecticut's involvement with the Interstate Compact on Educational Opportunity for Military Children (10-15f). **Policy #5118.21.**
33. Information about Student Success Plans (grades 6-12). **Policy #6146.**
34. Information about biennial security and vulnerability assessment of schools (PA 13-3). **Policy #5141.6, 3516, 3517.**
35. Information about fire and crisis response drills. **Policy # 6114.1.**
36. The role and responsibilities of school security and safety committees. **Policy #5141.6, 4148.2.**
37. Information pertaining to school security and safety plans. **Policy #5141.6.**
38. Information about pool safety for aquatic activities and Pool Safety Plans. **Policy #6142.63.**
39. Information pertaining to required physical activity of minimum of 20 minutes in elementary schools and such activity not to be deprived as a punishment or used as a form of punishment. **Policy #6142.61, 6142.10, 5144.4.**



40. Information about alternative to participation in or observing animal dissection. **Policy #6163.31.**
41. Notification about the availability of the board of education's policy manual on the district website.
42. Information pertaining to the policy and procedures allowing emergency administration during regular school hours of epinephrine for students who do not have a prior written parental authorization or prior written order of a qualified medical professional. **Policy #5141.21.**
43. Information that a child diagnosed with asthma or an allergic condition may possess, self-administer or possess and self-administer medicine administered through the use of an asthmatic inhaler or an EpiPen or similar device in the school at any time and on school transportation vehicles, per PA 18-185. **Policy #5141.21.**
44. Information pertaining to the administration of antiepileptic medications to students. **Policy #5141.21.**
45. Notice about the requirement that a parent/guardian of a student who will enroll in a magnet school in the following school year or who has been placed on a waiting list for the magnet school to give written notice of the enrollment to the "home" district (PA 15-5). **Policy #5117.11.**
46. Information regarding statewide proficiency/mastery assessment program. **Policy #6146.2.**
47. Information regarding the district's policy pertaining to transgender and non-conforming youth. **Policy #5145.53.**
48. Information regarding the district's distance learning program due to a health-based school closure should be posted on district and/or school websites. **Policy #6172.61.**
49. Information regarding how to access the board of education's electronic meetings, with the agenda of such meetings and how to provide public comment should be posted on the district's website as well as other conventional means. **Bylaw #9321.2.**