



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: May 4, 2021

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings – Thursday,
May 6, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, May 6, 2021, 5:30 p.m. 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 Channel 96, Frontier Channel 6096), streamed live at https://youtu.be/758v_vaVS8 or listened to via teleconference by calling 1-701-802-5303 with access code 7755337. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the May 6, 2021 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-701-802-5303 with access code 7755337 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

1. Committee of the Whole/30 minutes ~ Discussion: School Resource Officers – Dr. Ruffin, Chief Spagnolo.
2. Superintendent's Update/60 minutes ~ Dr. Ruffin.
 - a) Special Education Audit Review – Futures Consultants.
 - b) Commissioner's Network schools – Matthew Brown.
 - c) Waterbury Public School's Logo and District Website Header – S. Wycoff.
3. Committee of the Whole/5 minutes ~ Request approval of increase in credit requirements for the Waterbury Adult Education high school graduation/diploma – J. Epperson, A. Musto, D. Schwartz.
4. Committee on Curriculum/20 minutes: ~ Academic Office Update/Curriculum Overview from January 27, 2021 Curriculum Committee – D. Schwartz, et al.
5. Committee on Finance/2 minutes ~ Request approval of the revised Connecticut State Department of Education ED-099 Agreement for child Nutrition Programs Authorized Signatures Change Form – L. Franzese.
6. Committee on Finance/2 minutes ~ Request approval of a Memorandum of Agreement with the University of Connecticut, NEAG School of Education – D. Schwartz.
- 6a. Committee on Finance/2 minutes ~ Request approval to apply for the CSDE Career & Technical Education Supplemental Enhancement Grant 2021 (consensus requested) – L. Allen Brown, M. Merati, D. Schwartz.

7. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut Department of Emergency & Public Protection, Division of Emergency Management & Homeland Security, Security Infrastructure Competitive Grant Program-Round 5 – L. Allen Brown, D. Barry, D. Biolo, W. Zhuta.
8. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Integrated Technical Systems, Inc. for Notifier Fire Alarm Systems at various schools – C. Harmon.
9. Committee on Finance/5 minutes ~ Request approval of Contract with M. J. Fahy & Sons Incorporated for Horizontal Hung Steam Coil Blower Air Handler Replacement at Sprague School – C. Harmon.
10. Committee on Finance/5 minutes ~ Request approval of Contract with Atlantic Sport Wood Floors, Inc. for replacement of gym floor systems and Kingsbury and Walsh Schools – C. Harmon.
11. Committee on Finance/5 minutes ~ Request approval of Contract with Creative Recreation, LLC for playground improvements at Kingsbury and Bucks Hill Schools – C. Harmon.
12. Committee on Finance/5 minutes ~ Request approval of Amendment One to the Professional Services Agreement with EBS Healthcare, Inc. for Registered Behavioral Technician Services – D. Schwartz.
13. Committee on Finance/5 minutes ~ Request approval of CSDE Supplemental Grant Application for Adult Education, Cooperating Eligible Entity/Literacy Volunteers of Greater Waterbury – J. Reho, T. Shaw.
14. Committee on Finance/5 minutes ~ Request approval of a Service Agreement with Durham School Services for Student Bus Transportation Services – D. Biolo.
15. Committee on Finance/5 minutes ~ Request approval of a Service Agreement with All-Star Transportation, LLC for Special Education Bus Transportation Services – D. Biolo.
16. Committee on Finance ~ FYI – March Monthly Expenditure Report – D. Biolo.
17. Committee on Policy & Legislation/5 minutes ~ Request approval of the suspension of Policy 5113 – Attendance Requirements for Course Credit or Promotion, for the 2020/2021 school year – D. Schwartz.
18. Committee on Policy & Legislation/5 minutes ~ Request approval of the suspension of Policy 5123 – Waiver Policy for Student Retention, for the 2020/2021 school year – D. Schwartz.
19. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments.
20. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.
21. Superintendent's Notification to the Board/5 minutes:
 - a. Grant funded appointments:
Buonocore, Taylor – Substitute Teacher, Maloney After School Program.
Purnawasi, Muniram – Commissioner's Network After School Math Teacher.
Desjardins, Melissa – We Are Wallace Mentor Position.

b. Summer Curriculum Committee appointments:

CAREER& TECHNOLOGY EDUCATION:

Wojcik, Jennifer – Elementary Music	Nazario, Jonathan – Elementary Music
Vagnini Dadamo, Marianna – Secondary Music	
Zareck, Corrin – Secondary Art	Hodge, Jill Hodge – Secondary Art
Illian, Dea Illian – Secondary Dance	Smyth, Susan Smyth – Secondary Theatre
Bunko, Katie – CTE	Caron Lichaj, Nicole – CTE
Desantis, Paula – CTE	Hind, Sandra – CTE
Lucian, David – CTE	Moulthrop, Barbara – CTE
Mucciacciaro, Kathryn – CTE	Swanson, Lisa – CTE

SECONDARY MATH:

Byron, Danielle	DeVeau, Nicole
Grove, Melinda	Holden, Kimberly
LeVasseur, Armand	Morin, Keith
Munoz, Kelly	Pelosi, Emily
Poulter, Kara	Sullivan, Carly

SOCIAL STUDIES:

Fitzpatrick, Karlyn	Joyce, Angela
Dudley, Alexandra	

LIBRARY MEDIA:

Albert, Kristen	Brown, Charlene
Hinton, Marci	Neff, Michelle

SECONDARY ENGLISH:

<i>Middle School:</i>	<i>High School:</i>
Zupperoli, Robert	Esther Hartzell
Rosa, Jennifer	Kristin Winstanley
Mancini-Bellemare, Doris	Stephanie LaBonte
Pratt, Lena	Rachel Fox
Kulesza, Kimberly	Heather DeVeau
Carpenter, Ryan	Kelly Donohue
	Lauren Franks-Blanchard
	Kara Riley
<i>Middle School Leads:</i>	<i>High School Leads:</i>
Lucille Rivera	Patricia Williams
Mallory Brito	Evette Zappone
<i>Curriculum Web Master:</i>	
Michael Pannoni	

SCIENCE:

Borges, Laura	Carpenter, Sarah
Clark, Meredith	Culver, Edwin
Davitt, Robin	Kilpatrick, Sean
Kumar, Usha	Lapointe, Mike
Lee, Yolanda	Lestage, Jackie
Lounsbury, Alan	Munoz, Angela
Ortiz, Alyson	Pedalino, Rachel
Quattro, Marissa	Stokes, Blair
Stowe, Eileen	Thomas, Laura
Vostinak, Julie	

HEALTH & PHYSICAL EDUCATION:

Acevedo, Paul	Froese, Justin
Katrenya, Wesley	Martinez, Jason
Opalenik, Michelle	Salemme, Cassandra
Tansley, Stephen	Thibodeau, Hannah

SCHOOL COUNSELOR:

Cancro, Dana	Desjardins, Melissa
Fortier, Joseph	Kabusk, Alyssa
Moutinho, Ashley	Poulter, Craig
Sejdaras, Benjola	

c. Academic Achievements effective March 1, 2021:

Last Name	First Name	Degree/Step From	Degree/Step To	University
Acevedo	Paul	MA+15/16	6th/16	Un. Bridgeport
Arcamone	Daniele	MA/6	MA+15/6	Un. Hartford
Avzhiu	Bjanka	MA+15/6	6th/6	Un. Bridgeport
Bleau	Lisa	BA/3	MA/3	Central CT State Un.
Buonocore	Nicole	M15/12	6th/12	Augustana Un.
Burns	Cynthia	MA/7	6th/7	Western Governors Un.
Caligiuri	Kristen	6th/11	6th+15/11	Augustana Un.
Capaldo	Christine	6th/12	6th+15/12	Augustana Un.
Cassone	Kelly	6th/7	6th+15/7	Un. St. Joseph
Chiucarello	Lindsay	6th/4	6th+15/4	Un. Central Missouri
Conte	Joseph	M15/7	6th/7	Greenville Un./So. New Hampshire Un./Concordia Un.
Cremens	Lauren	M15/11	6th/11	Un. St. Joseph
Driscoll	Timothy	M15/12	6th/12	So. New Hampshire Un./Walden Un.
Dudley	Alexandrea	BA/7	MA/7	St. Joseph College
Dunn Brown	Fallon Gay	BA/4	MA/4	Liberty Un.
Fortier	Joseph	M15/7	6th/7	Central CT State Un.
Fusco	Sara	M15/4	6th/4	Greenville U/Dominican U
Giannelli	Alexandra	6th/2	6th+15/2	Un. St. Joseph
Hinton	Marci	M15/20	6th/20	Un. New England
Kalnis	Siobhan	M15/10	6th/10	Greenville U/Dominican U
Kulesza	Kimberly	6th/8	6th+15/8	Un. New England
Mancini-Bellemare	Doris	M15/14	6th/14	So. New Hampshire Un.
Mendello	Joseph	MA/6	M15/6	Un. Bridgeport
Milkovic	Katherine	M15/11	6th/11	Augustana Un.
Moquete	Geraldine	6th/13	6th+15/13	Teachers Columbia U/Hunter Col./Walden Un.
Moreno-Lopez	Ruben	M15/7	6th/7	Un. Bridgeport
Munro	Cara	6th/11	6th+15/11	Southern CT State Un.
Radzimirski	Abigail	M15/4	6th/4	Augustana Un.
Yamashita-Iverson	Kazumi	6th/16	6th+15/16	Un. Bridgeport
Perlini	Jocelyn	BA/3	MA/3	Western Governors Un.
Rynar	Lynn	6th/11	6th+15/11	Medaile/So. New Hampshire Un.
Stango	Kerry	BA/4	MA/4	Un. St. Joseph

d. Teacher new hires:

Name		Position		Effective
Campbell	Lloyd	Chase	Counselor	4/29/2021
Rutherford-Blowes	Deanna	District Wide	SLP	5/7/2021
Murphy	Amber	Bucks Hill	Counselor	5/6/2021
Provost (Rodriguez)	Meghan	Kennedy	Special Ed	3/25/2021
Lee	Jessica	Wallace	ELA	4/26/2021
Tyriq	Viola	Generali	Gr 2	4/29/2021

e. Teacher clean opening transfers effective 2021/2022 school year:

NAME		FROM: Previous School (temporary assignment)	TO: New School (permanent assignment)
Accomando	Taylor	Maloney Pre-K Spec. Ed	Maloney Pre-K Spec. Ed
Bickley	Robert	Wilby Science Biology & Environmental Science	Wilby Science Biology & Environmental Science
Burns	Dorothy	Duggan Gr K Co-Taught	Duggan Gr K Co-Taught
Camacho	Reuel	NEMS Music - Chorus	NEMS Music - Chorus
Cassidy	Lauren	NEMS Special Ed MS - ABA	NEMS Spec. Ed MS - ABA
Cummings	Thomas	Wallace SEL Counselor	Wallace SEL Counselor
Garcia-Pillot	Zulma M.	WSMS Bilingual Science Gr 6-8	WSMS Bilingual Science Gr 6-8
Giannelli	Alexandra	Maloney Special Ed Elem.	Maloney Special Ed Elem.

Jacobs	Tahida	Kennedy Guid. Counselor	Kennedy Guid. Counselor
Jones	Michael	Crosby ELS HS	Crosby ELA HS
Kozma	Tarra	WAMS Guid. Counselor.	WAMS Guid. Counselor
Lee	Jessica	Wallace ELA Gr 6	Wallace ELA Gr 6
LeVasseur	Daniel	Wilson Math/Science Gr 5	Wilson Math/Science Gr 5
Munoz	Trevor	Wallace Social Studies	Wallace Social Studies
Muro	Candida	Rotella Gr 4	Rotella Gr 4
Muro	Nancy	Wilby FCS - Life Skills & Child Development	Wilby FCS - Life Skills & Child Development
Notchick	Maria	NEMS ELA Gr 6	NEMS ELA Gr 6
Perusse	Joseph	Wilby Tech Ed - Architectural CAD I	Wilby Tech Ed - Architectural CAD I
Pete	Latasha	Wallace Math Lab	Wallace Math Lab
Poveda	Carlos	Academic Academy Spanish MS	Academic Academy Spanish MS
Provost Rodriguez	Meghan	Kennedy Special Ed -CBT	Kennedy Special Ed -CBT
Rosado	Debra	Wallace SEL Counselor	Wallace SEL Counselor
Rose	Valerie	Generali Gr K	Generali Gr K
Rutherford-Blowes	Deanna	Districtwide SLP	Districtwide SLP
Sterner	Matthew	WSMS Special Ed	WSMS Special Ed
Tragni	Peter	NEMS SEL Counselor	NEMS SEL Counselor
Weinstein	Irene	Tinker Library Media	Tinker Library Media
Wojtunik	Katilynn	Regan Gr 1	Regan Gr 1
Zamora	Angel	Districtwide SLP	Districtwide SLP

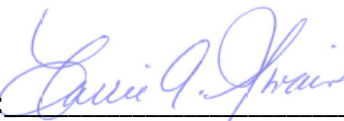
f. Teacher clean opening transfers effective 2021/2022 school year:

NAME		FROM:	TO:
Cremins	Alison	WSMS ELA Gr 7	Kennedy Literacy Title I
Danay (McDonell)	Cassi	Crosby ELA HS	CHS Early College High ELA
Diaz	Elaine	WCA Human Services	Bucks Hill Annex Pre-K Reg. Ed
Durante	Janelle	Washington Gr 5	Walsh Gr 5
Griffin-Crosby	Denise	Reed ELA Gr 6	Carrington ELA Gr 6
Lee-Gorishti	Yolanda	CHS Physical Science HS	WCA Physical Science HS
Lund	Melissa	NEMS Computer Education Gr 6-8	WAMS Business
Matarazzo	Kristen	Generali Gr 3	Generali Gr K
Rivera Arroyo	Kalryn	Generali Gr 1	Generali Gr 2
Theriault	Patricia	WAMS Science MS	Enlightenment ELA MS
Thompson	Barbara	Bunker Hill Special Ed Elem	Reed Special Ed - Essential Skills
Valenti	Michele	Wallace Math Gr 6	Wallace Computer Education/Business

- g. Retirements:
 Barbiero, Lois – Wilby ELA, effective 06/30/21.
 Chapman, Maria – Bucks Hill Literacy Facilitator, effective 04/30/21.
 Cyr, Gilman Jr. – KHS Biology, effective 06/16/21.
 Murray, Paul – Maloney Math, effective 06/30/21.

- h. Resignations:
 Douglas, Lydia – Enlightenment Art, effective 06/16/21

ADJOURNMENT

ATTEST: 
 Carrie A. Swain, Clerk
 Board of Education

A Review of the Special Education Analysis:

A Presentation to the Waterbury Public Schools Board of Education

May 6, 2021

Your Presenters

Michael Neiman, Ph.D. CCC/S-LP

***Executive Vice President
Futures Education***

John McGuire, M.Ed.

***Executive Director
Futures Education***

Introduction

As a follow-up to the presentation to the Board of Education that was conducted in the Fall of 2020, we would like to take this opportunity to answer any specific questions that members of the Board may have regarding the programmatic component of the review. To the degree that reviewing the primary recommendations may be helpful, we will provide that information before taking questions.

Primary Recommendations

Organizational Parameters

- 1. Moving the hiring of para-educators from the City of Waterbury to the District: *Spring 2021***
- 2. Re-organize the Coordinator model: *Spring-Summer 2021***
- 3. Review the District's Special Education procedures for refining process, services, placements decisions from in-District options to out of district placements: *Summer 2021***
- 4. Consider investing in centrally-based Behavioral Assistance Teams, that will require dedicated school psychologists and/or BCBAs: *Summer 2021***
- 5. Consider adaptation of an S-LP/A model. *Fall 2021***

Programmatic Parameters: SRBI

- 1. At select schools, institute a “reverse” SRBI model: *Fall 2021***
- 2. Establish policies and procedures that contain “blueprints” for common language, forms, and team composition: *Fall 2021***
- 3. Begin to collect data regarding percentage of students referred for testing and those that were identified for special education at each school as part of a District-wide data base: *2021-2022 ASY***

Programmatic Parameters: Special Education

- 1. Establish PLCs to improve IEPs: *Fall 2021***
- 2. Create a plan to improve SWD graduation rates inclusive of strengthening CTE options: *Spring-Summer 2021***
- 3. At select schools, institute co-teaching with teacher training, administration oversight, and logistics (e.g., homogenous grouping, teaming, etc.): *Fall-Winter 2021***
- 4. Re-brand special programs with requisite personnel and physical plant capacities: *2021-2022 ASY***

Questions and Answers

WATERBURY PUBLIC SCHOOLS

AN EDUCATION SERVICES ANALYSIS

Project Contributors:

Michael Neiman, Ph.D. CCC/S-LP

Michael Palladino, Ph.D.

Dominick Vita, Ph.D.

Andrea Sergeantanis, M.Ed., C.A.G.S.

John McGuire, M.Ed.

Cheryl Foy, M.Ed.

Caitlin Mortensen, M.Ed.

Richard LaBrie, M.A.

Respectfully Submitted:

April 2021



TABLE OF CONTENTS

INTRODUCTION

<i>Executive Process Summary</i>	3
<i>Acknowledgements</i>	3
<i>Document Organization</i>	3
<i>Abbreviations</i>	4
<i>Glossary of Terms</i>	4
<i>Methodology</i>	5

ORGANIZATIONAL CONSIDERATIONS

<i>Component Review</i>	6
<i>Findings</i>	6
<i>Areas of Opportunity</i>	10

CONTINUUM OF SUPPORTS

<i>Component Review</i>	13
<i>Findings</i>	14
<i>Areas of Opportunity</i>	18

SUMMARY AND FINAL COMMENTARY	23
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SOURCES AND RESOURCES	24
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APPENDICES	28
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INTRODUCTION

EXECUTIVE PROCESS SUMMARY

The leadership of the Waterbury Public Schools (hereafter, referred to as the District or WPS) commissioned this review of specific areas that support struggling learners. In conducting this analysis, the review team employed proprietary methodology from a pre-established paradigm (i.e., an Educational Services Analysis), which triangulates information gleaned from qualitative and quantitative data sources.

More specifically, the qualitative analyses comprised: (1) a series of confidential interviews or surveys with special education teachers, general education teachers, related service providers, para-educators, central office administrators, school-based administrators, school board members, and parents of students with disabilities (as broken down in **Appendices B1 and B2**); (2) a review of documents (i.e., IEPs) to ascertain the degree and appropriateness of educational programming and services; and (3) non-evaluative site visits to District schools and programs to ascertain the continuum of services and supports.

Quantitative analyses included: (1) multidimensional analyses of information contained within the IEPs; (2) comparative analyses of staffing and corresponding workloads; (3) comparative student outcome data; and (4) financial data pertaining to programmatic expenditures (e.g., transportation) and revenues (i.e., the Medicaid program). Given the number of data points, the results that are reported within this document represent recurring themes.

ACKNOWLEDGEMENTS

The authors wish to acknowledge District staff and school personnel. This project necessitated a great amount of effort in facilitating logistics and in securing documents; the team is grateful for the efforts of all central office and school-based staff. In particular, we wish to thank central office leadership and their staff members to help our team with the necessary logistics.

Throughout the entire process, the cooperative relationship between Futures and the District has enabled the team to work with District leadership in a collegial and transparent manner to maximize the benefits of this analysis for the District. Futures team members are sensitive to, and focused upon, the ultimate objective of the project: To support the District leadership and stakeholders in attaining their goals to improve services for students.

DOCUMENT ORGANIZATION

The staff of Futures is pleased to provide this report of the comprehensive analysis of the programs and services conducted from November 2019 through December 2020. The primary purposes of this analysis were designed to describe, and to provide suggestions to improve, specific areas within the District's special education delivery system that included:

- (1) Continuum of Services
- (2) Utilization of Para-Professional Supports
- (3) Related Services
- (4) Organizational Structure and District Coordination of Services
- (5) District Finances Related to Recoupment of Medicaid and Special Education Transportation

These first four components are considered with respect to: *Organizational Considerations* and *Continuum of Supports*.¹ In turn, each component is considered with respect a *Component Overview*, *Findings*, and *Areas of Opportunity*. The document concludes with a *Summary and Final Commentary*.

ABBREVIATIONS

ARI:	<i>Availability Ratio Index</i>
ASY:	<i>Academic School Year</i>
BAT:	<i>Behavior Assistance Team</i>
BDLC:	<i>Behavioral Disorder Learning Center</i>
DRG-I:	<i>District Reference Group-I</i>
ELA:	<i>English Language Arts</i>
ESP:	<i>Essential Skills Program</i>
FAPE:	<i>Free and Appropriate Public Education</i>
FTE:	<i>Full-time equivalent</i>
IEP:	<i>Individualized Education Program</i>
LRE:	<i>Least Restrictive Environment</i>
ODPs:	<i>Out of District Placements</i>
OT:	<i>Occupational Therapist or occupational therapy services</i>
PD:	<i>Professional development</i>
PPS:	<i>Pupil Personnel Services</i>
RBT:	<i>Registered Behavioral Technician</i>
RSP:	<i>Related Service Provider</i>
S-LP:	<i>Speech Language Pathologist or speech language pathology services</i>
SRBI:	<i>Scientific Research Based Interventions</i>
SWDs:	<i>Students with Disabilities</i>

GLOSSARY OF TERMS

Continuum

Of Supports: The range of programs, personnel, and resources to support all students.

¹ Given their depth and breadth, the Medicaid and Transportation reports will be submitted separately

- Co-Teaching:** A model whereby the special education teacher and a general education teacher jointly deliver instruction to students with and without disabilities.
- Effectiveness:** The degree to which the services under review promote optimal educational outcomes and student access to the curriculum.
- Efficiency:** The degree to which the special education services and personnel under review are responsibly, uniformly, and optimally utilized to ensure District resources are being expended in a fiscally sound manner.
- Horizontal Alignment:** Practices that correlate special education instruction to grade-level expectations.
- Ownership:** The philosophy whereby general and special education staff view all students as their responsibility.
- Vertical Alignment:** The degree to which the transition of SWDs, as they progress from one grade, school, or program to another, is seamless.

METHODOLOGY

- One hundred ninety-seven (197) confidential interviews and 657 confidential surveys with central office leadership, central office administrative staff, school-based administration, certified teachers, non-certified teaching staff, and Board of Education members; please see **Appendix A** for examples of the interview questions and **Appendix B** for the interview and survey roster.
- Non-evaluative walk-throughs of all District's schools and transition programs.
- Analysis of the District's central office Organizational Structure (as currently constituted).
- Quantitative comparisons to other analogous school districts (i.e., those within WPS' District Reference Group).
- Workflow analysis of the Related Service Providers' schedules.
- Data retrieved from the Power School® IEP system including a stratified review of IEPs (N=216).
- Student classification and achievement data from the Connecticut Department of Education (<http://edsight.ct.gov/SASPortal/main.do>).

ORGANIZATIONAL CONSIDERATIONS

COMPONENT OVERVIEW

This segment of the analysis entailed a review of the District's climate and culture, parental outreach, staff support, staffing levels, and financial allocations. With respect to personnel comparisons as depicted in **Figure 1**, an "availability ratio index (ARI)" using an in-District SWD population of 3,509 (based on the most recent Child Count Data) was calculated across disciplines and was used to allow an equivalent comparison to other districts.

FINDINGS

Staff Capacity and Resources

- Concern was expressed that obtaining appropriate materials is a practical logistical consideration. As reported, the perception among those in the field is that the main focus is on general education, and consequently those supporting special education perceive that they are an "after-thought" with respect to the provision of materials (e.g., manipulatives, basic supplies, etc.).
- Currently, special education teachers are responsible for all clerical tasks pertaining to the PPT process (e.g., scheduling, sending invites, etc.) and reported feeling very "overwhelmed" by these responsibilities.
- Staff reported there are not enough staff to address the needs of SWDs with behaviors and with severe cognitive and physical disabilities; throughout the school day some students require more than one adult.
- Although staff were generally laudatory of the para-professionals in their schools and classrooms, there were expressed concerns that: (1) there are not enough currently to meet the needs; (2) their skill sets and training were not always the right "match" for the students to whom they were assigned; and (3) the nature of their contractual agreements with the City of Waterbury presented a practical challenge (e.g., their yearly cycle begins January 1 of every year).
- It was reported that PD is geared toward general education staff, and PD related to special education was ranged from "fantastic" to poor or non-existent. Teachers stated they would benefit from more targeted PD such as behavior management, autism, and social-emotional learning.

Central Office Considerations

- At the administrative level, there are 10 FTE administrators (the Director of PPS and the 9 Supervisors) supporting District-wide special education processes. This equates to a ratio of approximately 340 SWDs for every administrator and is considered to be on the "lighter" side of staffing, but still generally within expected limits.
- From a qualitative perspective the current supervisory model is one that is recognized by leadership

as requiring attention. More specifically, a restructuring would allow greater consistency in vertical articulation for students (inclusive of PPTs) and allow principals a more streamlined process to meet student needs.

Instructional and Related Services Staffing

- Based on the last reported data, in comparison with the other districts within the District Reference Group (DRG-I), the District ranks as the least staffed in certified teachers and behavioral health providers (comprising counselors, social workers, and school psychologists). With respect to para-professionals, the District's ratio is the 3rd most generously staffed in comparison to the DRG-I.

Figure 1. *The Availability Ratio Index (ARI) for the Special Education Staff*

Discipline	District ARI	Expected ARI	Standard Deviation	Interpretation
Teachers	14.8	13.5	1.5	Leanly Staffed
Para-professionals	9.5	11.3	6.2	Generously Staffed
Behavioral Health	31.5	25.2	4.8	Very Leanly Staffed
S-LP	86	70	10	Leanly Staffed
OT	489	180	30	Very Leanly Staffed
PT	1,384	430	100	Very Leanly Staffed

Additional Commentary

Para-Professionals: The relatively generous para-professional staffing should be considered in view of the fact that the District is keeping 93% of SWDs in the District, which is the highest of all DRG-I's. Because many of these students present with high-needs disabilities, it is expected that the para-educator ratios should be more generous relative to other districts.

Behavioral Health: One of the recurring themes of the study was that both general and special education students presenting with Social Emotional Learning (SEL) challenges continue to stretch the capacity of staff to meet their needs. As indicated in **Figure 2**, the District is by far the most leanly staffed with respect to behavioral staff, thereby validating staff's perceptions. In addition, because the District is keeping the SWDs with intensive needs in the District, this low ratio is even more pressing, and has implications for bolstering staffing in this area (as shall be discussed in the subsequent section).

Speech-Language Pathologists: An analysis of the S-LPs' schedules reveals that both in-house and contracted staff are providing efficient services. The average weighted caseload of 48 compares to an average caseload of 35 in Connecticut as reported in the American Speech-Language School Survey (2016). Eighty-nine percent of student-directed time group is in group treatment, which is considered to be very efficient.

From a qualitative perspective, although the majority of reviewed IEPs revealed that the communication goals were well-written, measurable, and attached to student needs there were several instances that suggested S-LP services could be integrated with special education instructional services.

Occupational Therapists: An analysis of the OTs' schedules reveals that 40% of this direct time is devoted to individual treatment, which may appear to be on the high side, but it is notable that they are providing direct treatment to SWDs with intensive needs. The average mandated (IEP-directed) weighted caseload of 41 and the average service weekly service minutes of 25 are within expected limits.

A review of students receiving OT services suggested that goals were measurable and attached to educational needs.

Physical Therapy: An analysis of the PTs' schedules reveals that the weighted (IEP-directed) caseload of 42 is within expected limits. A review of students receiving PT services suggested that goals were measurable and attached to educational needs, and the PTs were providing services within the context of an educational (vs. a clinical) model.

Culture and Climate

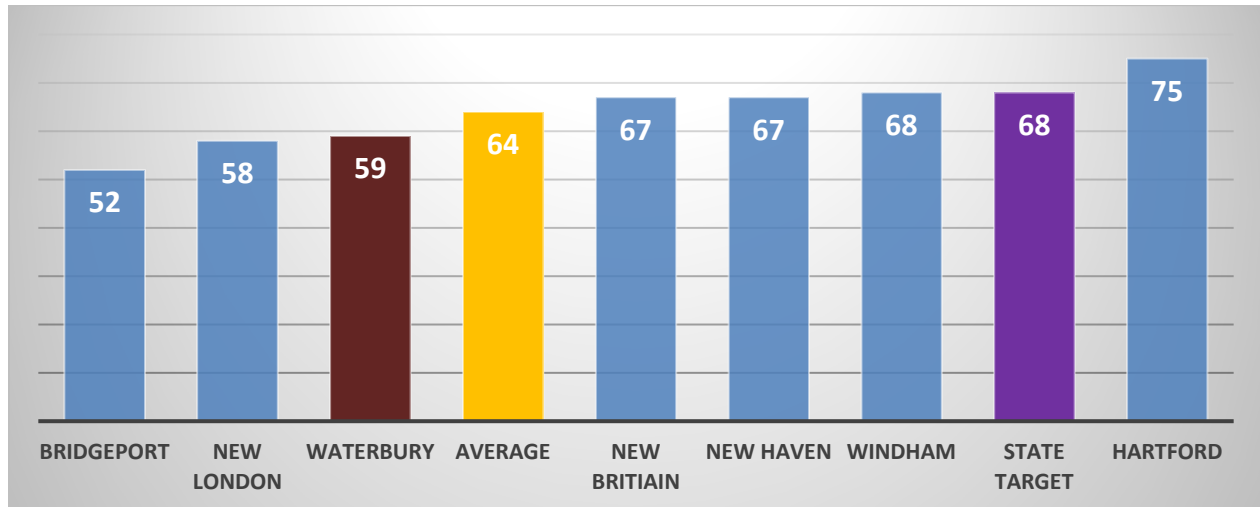
- Currently, there is recognition among District leadership personnel that the “connectivity” between general and special education staff is a priority area. It is believed, and supported by the authors, that attention in this area will improve the “ownership” of staff for all students, the working relationships among staff members, and overall job satisfaction.
- In many schools, principals provide an authentic model of shared ownership and within these schools, and SWDs attend general classes and they are well-accepted as part of the overall school community. Alternatively, at some schools the culture of ownership across special education and general education is marked by a relative lack of acceptance on the part of everyone for all students.
- In area that anticipates one of the primary themes of this report, the seminal issue of ownership appears to be related to the capacities general education staff have to address the needs (e.g., behavioral) of students; that is, the more capacity teachers have the more the likelihood that they will take responsibility of all students.
- To the degree that culture, climate, and ownership (among other factors) may promote inclusionary models, it is interesting to compare the District's data on Least Restrictive Environment (LRE) to other districts within its District Reference Group (DRG-Is).²

More specifically, as illustrated below in **Figure 2**, 59% of Students with Disabilities (SWDs) are spending at least 80% of their school day in the general education environment, which compares to a DRG-I average of 64%, and the State Target of 68%.³ This data also corroborates the reports that co-teaching is sporadic and is dyad-dependent.

² Comprising DRG-I districts: Hartford Public Schools, New Haven Public Schools, Bridgeport Public Schools, New Britain Public Schools, New London Public Schools, and the Windham Public Schools

³ It is notable that the District has remained at this 59% mark for the four previously reported years.

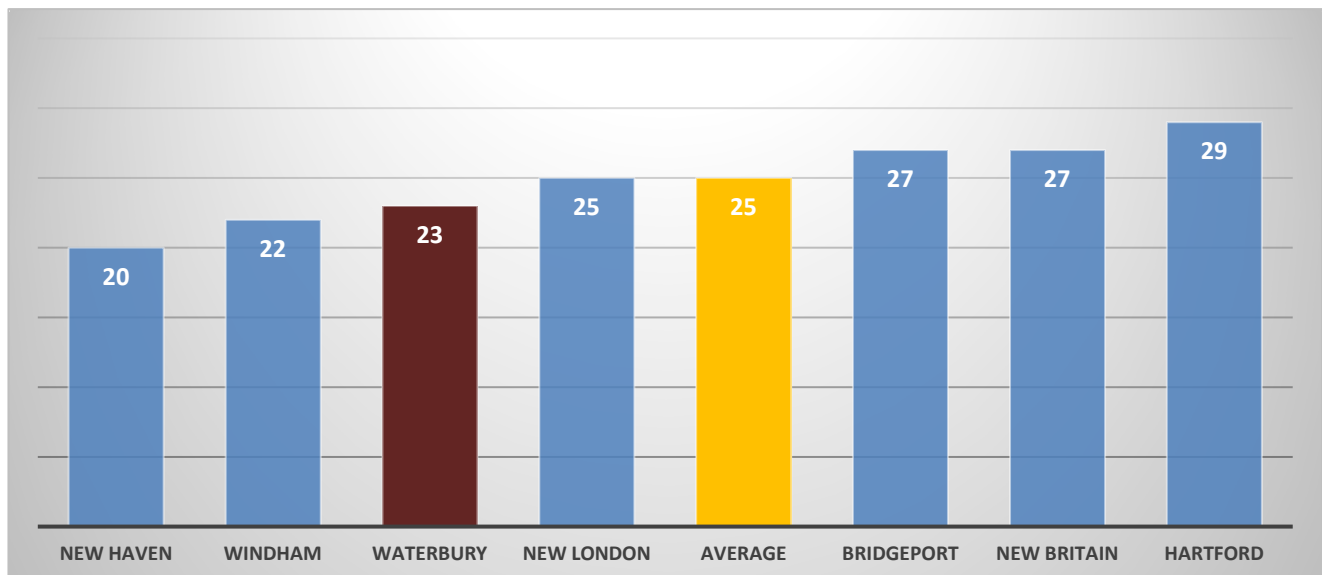
Figure 2. *The Percentage of SWDs Spending At Least 80% of Their Day in General Education for the 2017-2018 Academic School Year (The Most Recent Reported Year)* ⁴



Expenditures Devoted to Special Education

- As indicated below, the expenditures as a proportion of the overall operating budget (**Figure 3**) is lower than the DRG-I average and per pupil spending (**Figure 4**) is the lowest of all of the DRG-Is.

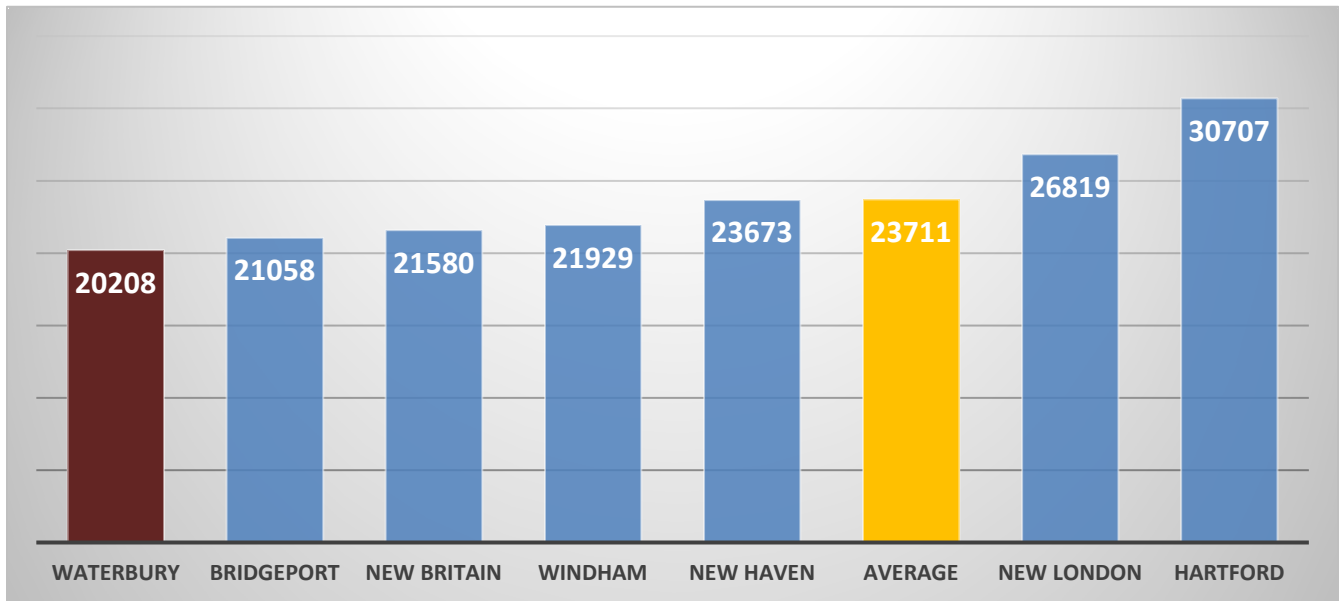
Figure 3. Special Education Expenditures as a Percentage of the Operating Budget⁵



⁴ It is notable that the data as of October 1, 2019 changed to 62% for the K-12 population; the information presented above is the most current comparative data.

⁵ It is notable that across the last 5 years, WPS' special education budget as a proportion of the overall operating budget has remained constant, compared to a DRG-I average increase of 1%.

Figure 4. Per Pupil Special Education Expenditures (Expressed in Dollars)



AREAS OF OPPORTUNITY

Culture and Climate

- As new teachers are hired in the District, as part of their orientation, provide them with an operational hiring guide, thus ensuring all teachers understand the ownership standard of their jobs as it pertains to supporting all students; in this manner unanimity of the culture of ownership across all schools can be established on a “go forward” basis and will maintain principals’ autonomy in the hiring process while simultaneously giving them a consistent framework. In addition to the accountability considerations above WPS leadership may consider expanding e school-based mentorship model for general education teachers that could include continued development in the area of supporting struggling learners with a mentor that is particularly well-versed in this area.
- To promote harmony, develop a unified vision, and enhance the working environment among general and special education departments across the District, leadership may consider the following:
 - ✓ Create a mission statement explicitly containing elements of general and special education and make this visible to personnel at all schools; and
 - ✓ If contractual parameters allow, expand the teacher evaluation process to include the ownership issue, to recognize those teachers who take ownership of all students, and to provide specific Professional Improvement Plans to those who do not.
- As part of leadership’s continued plan to update processes and procedures, it may also be beneficial to re-visit the establishment of descriptions that further define the in-District continuum of programs so that students have access to consistent frameworks and curriculum as they progress from grade to

grade and from school to school. This would span the forthcoming discussion of ensuring co-teaching models are included to programs supporting students with intensive needs.

Specific to the District-wide programs (e.g., BDLCs), establish the entrance and exit guidelines for the with level of need and educational profile being the primary determinants. In this manner: (1) students with similar levels of need can be more effectively supported with services, interventions, and programming; (2) it will be easier for the IEPs teams to ensure appropriate transition to subsequent programs; (3) students will be placed in the least restrictive environment; and (4) parents and other stakeholders will have a better understanding of criteria that will necessitate either the same level or a change of programming.

With respect to “rolling” out the information, develop user-friendly formats that could be placed at each school and on the District’s website.

- Consider expanding the District’s SEPTA to the school-level (e.g., hold meetings at specified times at each school throughout the year) to further support representative parent engagement across WPS, it may be beneficial to have school principals host these meetings in conjunction with PPS leadership to ensure this initiative is well-represented and publicized.

Staff Capacity

- A PLC (Professional Learning Community) initiative will be an excellent forum to increase capacity of principals in understanding the legal, programmatic, and fiscal parameters of special education. These will be critical in helping them as the true instructional leaders of their schools to become more invested in all aspects of the special education delivery processes and will serve to specifically:
 - ✓ Ensure all SWD have opportunities to experience maximal LRE interactions with typical peers;
 - ✓ Improve capacity of the principals to become more conversant of special education issues at PPTs;
 - ✓ Create an appreciation of the continuum of services legally mandated of the District and how their respective schools fit into this continuum; and
 - ✓ Create heightened consciousness of the fiscal costs of assigned services and programs at the school-level.
- Continue to maximize District PD resources, via a unified PD curriculum for both general and special education teachers to work collaboratively to meet the needs of all students (i.e., with or without disabilities). To the greatest degree possible and practicable, it may be helpful to involve related services (e.g., S-LP) to ensure that they are also part of these unified offerings.
- At the school-level continue to encourage principals to ensure that special education teachers are allowed to participate in grade-level meetings. In this manner, sharing of best practices, reflections on student achievement, and problem-solving can occur in “real time” and will help the connectivity of the strategy experts (i.e., the special education teachers) and the content experts (e.g., the general education teachers) on an on-going proactive basis. To enhance their connectivity to schools and “empowerment,” perhaps ask a para-professional from each school to provide input on PD committees.

- To bolster behavioral supports that would support students in general education and SWDs, the authors suggest adaptation of a centrally based Behavioral Assistance Teams, comprising dedicated school psychologists and/or Board-Certified Behavior Analysts and Registered Behavioral Technicians. The addition of personnel required for the Behavioral Assistance Teams would equate to approximately \$250,000. The authors would suggest that this recommendation this as an investment, allowing general education students to remain in general education without the need to be identified and SWDs to remain in neighborhood or District schools.

Central Office and Personnel Considerations

- The authors commend WPS leadership in its ongoing re-assessment of the Coordinator model. Ideally, in a re-designed model, Coordinators will be able to follow students across multiple grades and in other cases they can remain in designated schools for more time during the week. There is no expected direct-cost avoidance; however, it is expected that this model will better support high needs populations, thus ensuring that the District's exemplary record of reducing students in out of district placements and associated costs will remain a programmatic strength. Finally, the degree that COVID-19 will necessitate the continuation of virtual learning, school-based personal who are particularly adept at engaging students in virtual learning (whether general or special education) will provide additional needed mentorship to staff who may be struggling with this essential instructional modality. It is notable that the authors have provided a compendium of best practice in virtual learning in **Appendix C**.

In addition, given the high rates of special education staff leaving the field in the State (which has been accelerated due to COVID-19), it is expected that the re-consideration of the model will optimize staff satisfaction and minimize turnover.⁶

- With respect to the PPS Department's oversight of the para-professional staff, the authors strongly recommend that the City consider changing its current hiring practice, and if contractual parameters permit, consider moving the hiring of the para-professionals to the District. Similar to the previous discussion of the re-organization of the Coordinator assignments, the practice of having para-professionals hired through the District may lead to cost-avoidance as part of a long-term strategic plan.
- It is expected that with greater oversight of the hiring practices, para-professionals will be better suited to the students and programs to whom they are assigned. In this regard, it is expected that SWDs will have better success with the programs to which they are assigned including outcomes (e.g., graduation).
- The District is currently utilizing a high proportion of contractors in the discipline of speech-language pathology (among others) because it does not have enough providers. More specifically, the District contracts for 14 S-LPs, which is approximately 32% of its S-LP providers. If, as WPS leadership is considering, the District were to move to a greater mix of Speech-Language Pathology Assistants

⁶ Source: <https://portal.ct.gov/-/media/SDE/Performance/Research-Library/ConnecticutTeacherShortage-Areas-Report-2020-21.pdf?la=en>; based on DRG-I reports, staff vacancies in the DRG-I range from 1 for every 76 SWDs to 1 for every 684 SWDs and compare to WPS ratio of 1 vacancy for every 70 SWDs.

(which are permissible in Connecticut and can bill Medicaid), than the cost-avoidance could be considerable. It is expected that the hiring of one S-LP/A would result in cost-avoidance of over \$50,000 per hire.

It is important to acknowledge that certified S-LPs may support the District's special and regular education programs in a manner that assistants may not be able to; however, it is recommended that the District consider some option within this hypothetical continuum that will ensure continued programmatic excellence with associated cost savings. It is entirely plausible that students with specific educational-clinical profiles (e.g., those with articulation issues, mild language challenges) may be precisely those who are candidates for treatment by assistants; it is also notable that, in our experience, the supervisory role allows registered therapists to treat students with more severe needs (e.g., those requiring augmentative devices).

As an adjunct to re-configuring the S-LP delivery system the District is encouraged to re-visit systematic, District-wide entry and exit criteria for speech-language services. This document could be modified to specify the intensity of service delivery based on the variables of age, effect(s) of the disability on academic performance, more explicit language with respect to eligibility for English-Language Learners (ELL), and the plausibility of more consultative and integrated services and to determine when services should be discontinued based on evidence-based practices.

- If the current OT/PT providers should continue, it is recommended that they do so with the following parameters: (1) change the “day to day” oversight of the providers to a Coordinator with a background as a related service provider; (2) determine as part of the contract negotiations if PD could be part of the “package” with an emphasis on training for staff serving the special programs on topics such as facilitating transitions, sensory-integration, and other areas that support learning readiness; and (3) ensure that the financial conditions remain favorable to the District (e.g., an hourly rate with a threshold of IEP-directed services vs. a “bundled” rate that may not incentivize the providers to maximize staffing levels).
- In addition, to the degree that a re-distribution of behavioral health providers across the grade levels may be considered to support the social-emotional learning of relatively younger students, WPS leadership may wish to examine this option. For informational purposes, the distribution of behavioral health providers is provided in **Appendix D**.

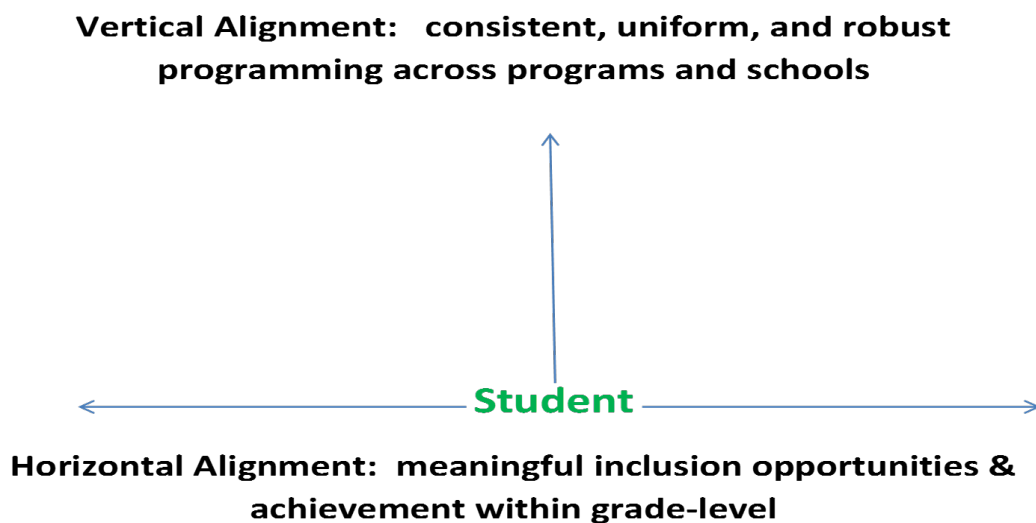
CONTINUUM OF SUPPORTS

COMPONENT OVERVIEW

Although the term “continuum of services” is associated with special education, it is useful to broaden this definition to “continuum of supports” because it can be used to conceptualize a system of instructional and programmatic provisions for all students (i.e., students with and without disabilities). Ideally, this continuum provides programming, personnel, and resources to appropriately address the educational needs of students in the general education classrooms; or, if needed, in special education programs designed to be closely integrated with the general education environment.

The other framework that is inherent in a programmatic discussion encompasses the student-centric constructs of horizontal alignment and vertical alignment. Horizontal Alignment refers to practices that correlate special education instruction and supports to grade-level expectations; it can be measured academically by student achievement and more broadly by the quantity and quality of opportunities that SWDs have with their typical peers. Vertical Alignment is the degree to which the transition of SWDs as they progress from one grade, school, or program, is seamless; vertical alignment requires consistent, uniform, and robust programming that ensures the needs of SWDs are consistently met until they graduate or are deemed ineligible to receive special education services. **Figure 5** illustrates these two dimensions of alignment.

Figure 5. The Two Dimensions of Alignment



Source: Futures Education, 2021

FINDINGS

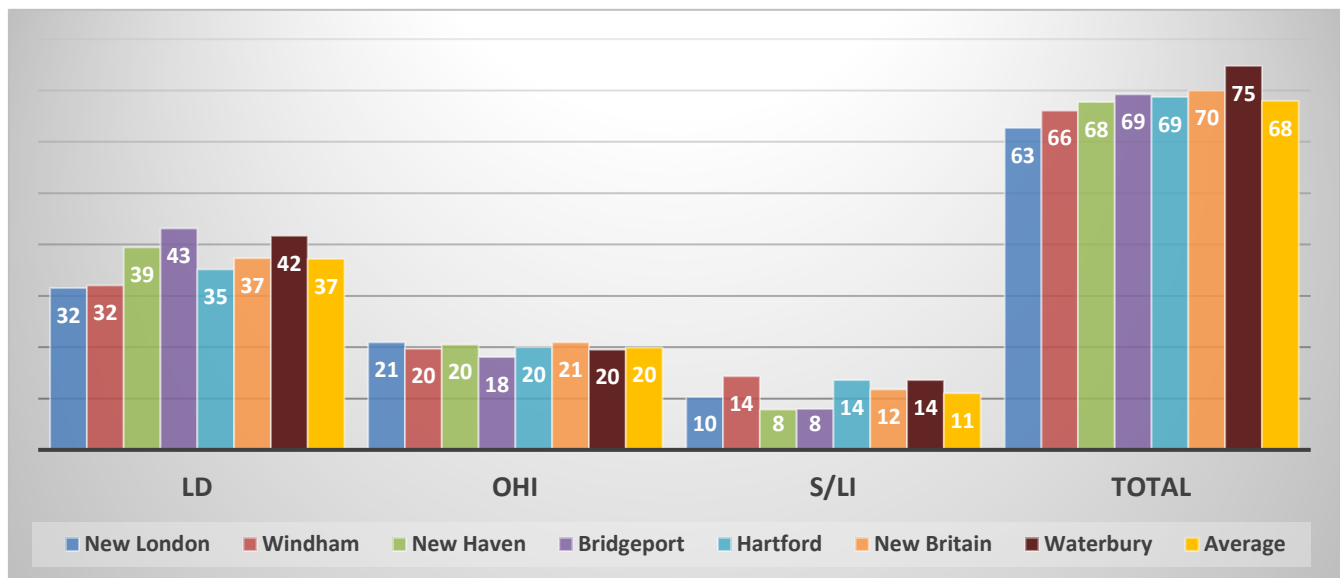
Early Intervening Processes

- Similar to the aforementioned discussion of student ownership, there is variability with respect to the early intervening processes. Across the three domains comprising literacy, numeracy, and behavior, there was near unanimity that literacy is in a better “spot” with respect to interventions, tracking, and enhancement of teacher capacity given the resources devoted to both coaches and facilitators; it was specifically mentioned that both general and special education students presenting with Social Emotional Learning (SEL) challenges continue to stretch the capacity of staff to meet their needs.
- Across several schools, it was reported that there is confusion where “SRBI ends and EIP begins.” Although many interviewees were able to articulate that EIP was analogous to Tier 3 interventions, this

distinction was not clear to all.

- In corroboration that SRBI/EIP processes remain a “work in progress” it is notable that the District is the highest in the DRG-I with respect to the constellation of SWDs classified with Learning Disabilities, Other Health Impairment, and Speech/Language Impairment (14.2% of the entire school population compared to a DRG average of approximately 12%); in the authors’ experience, these high-frequency, low-disability disabilities indicate that students might have more challenges to accessing the curriculum due to instructional considerations than the students might have an educational disability.

Figure 6. The Percentage of the Learning Disability (LD), Speech-Language Impairment (SLI) and Other Health Impairment (OHI) Disability Category Among All SWDs



- In a related topic regarding possible over-identification, the District is to be commended for its recent record (spanning the last 5 reported years) of not having disproportionate representation for sub-groups or for specific disabilities.⁷

Continuum of Services

- Once deemed eligible for special education programming by the IEP team, SWDs do have a continuum of instructional services available to them that is generally consistent with federal and State guidelines. These include specialized programs (e.g., BDLCs), dedicated co-taught classrooms, programs for students with students on the autism spectrum, and classrooms for SWDs with significant disabilities (the SCOPE and Essential Skills programs) at certain elementary campuses. At the secondary level, specific programs are offered at all comprehensive Middle (e.g., the SCOPE program) and/or comprehensive high schools (e.g., BDLCs).

⁷ Disproportionality is over-representation of minority students identified with a learning disability or other type of disability under the IDEA. When a minority group's numbers in special education are statistically higher than they should be, they are considered disproportionate.

- Specific to these specialized programs, it was reported that the following would enhance their effectiveness (many of which are reiterations of those previously discussed): (1) ensure that para-educators have the skills sets to meet student needs in these classrooms; (2) program descriptions and eligibility processes that should be more intuitive to PPT stakeholders; (3) methodologies that align across schools, thus ensuring vertical articulation; and (4) the physical space of the programs to optimize student learning.
- Although there are dedicated District-wide co-teaching classrooms, it was widely reported that in many schools SWD attending neighborhood schools, special education direct service is provided in pull-out resource settings or small, separated group environments. The data previously reported in **Figure 1** corroborates this data: 59% of SWDs were spending at least 80% of their day in the general education environment, compared to a State Target of 68% and a DRG-I average of 64%.
- Interviewees indicated that teaching methodologies and program design are inconsistent across the District. This was widely attributed to insufficiently sustained articulation, professional development and support regarding District philosophy, and curriculum and methods.
- The percentage of SWDs graduating (**Figure 7**) is trended to be lower than the DRG-I and the graduation gap between SWDs and the overall school population (**Figure 8**) is higher across the last three reported years by approximately 2.5%.

Figure 7. Graduation Rates of the SWD Cohort for Last 5 Reported Years

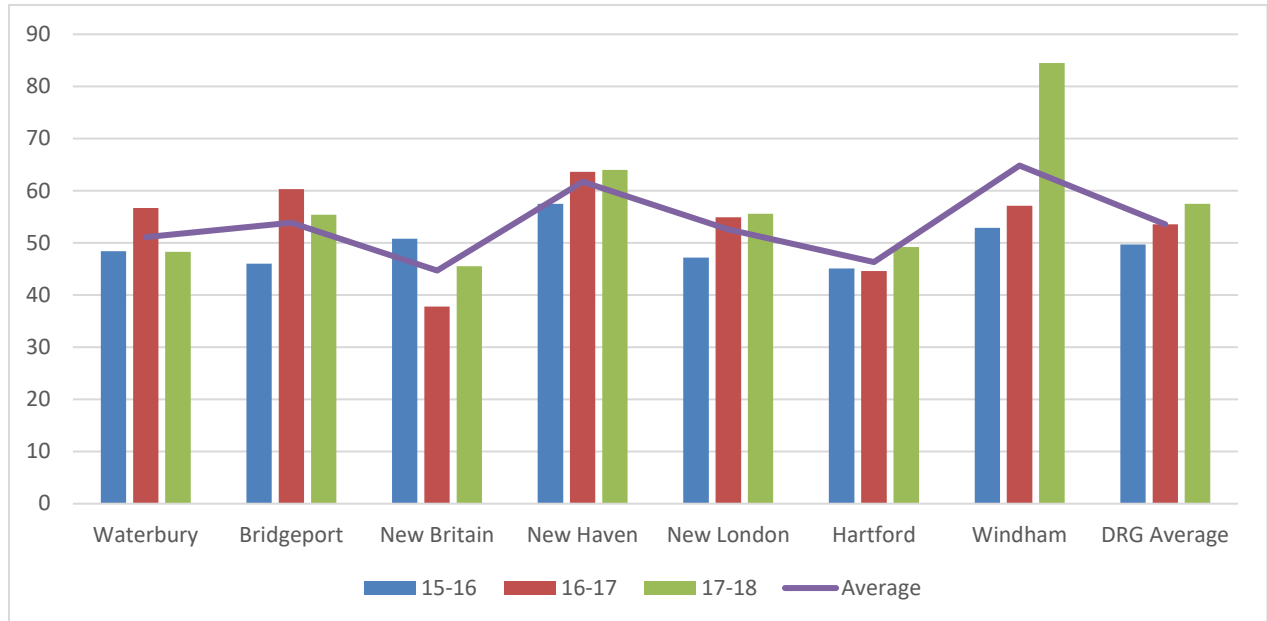
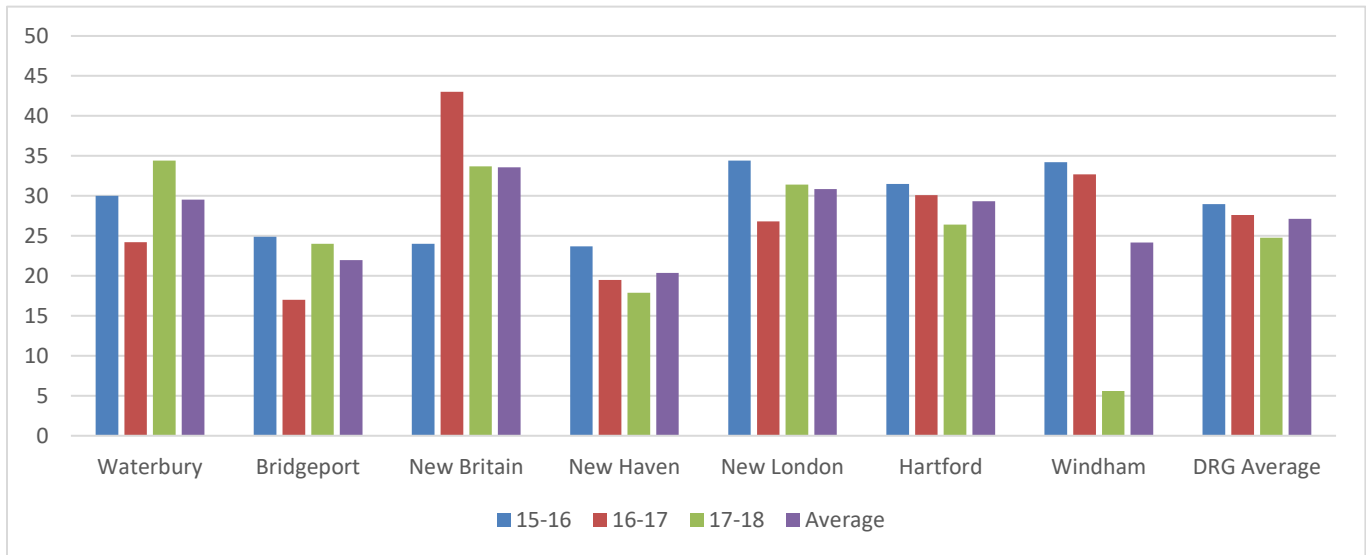
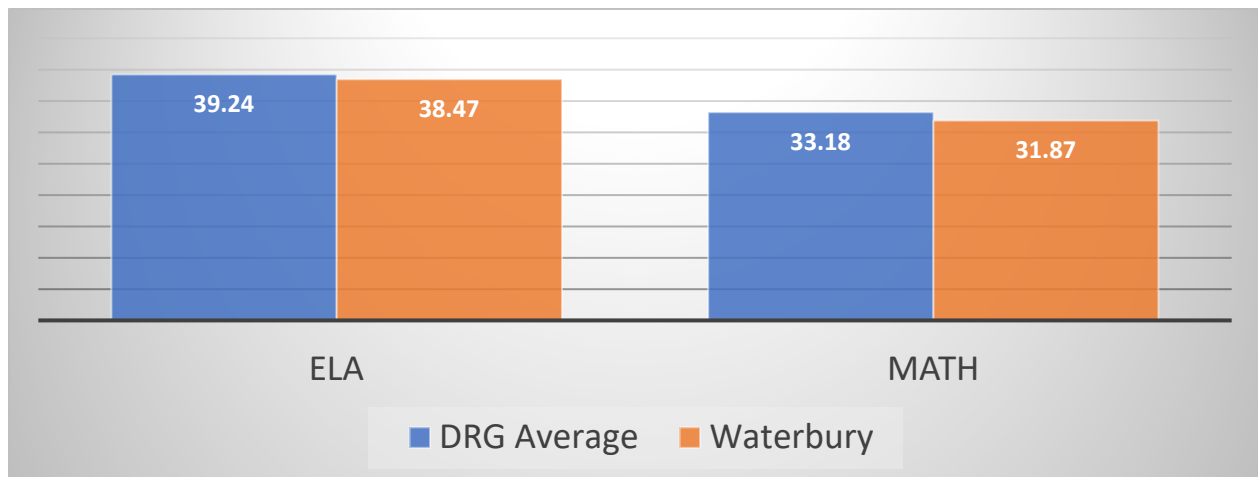


Figure 8. Graduation Gap Between the SWD Cohorts and the Overall Student Populations Across the Last 3 Reported School Years



- As indicated in **Figure 9**, the District's performance has slightly been below the DRG-I average in both ELA and Math across the last 3 Reported Years

Figure 9. Average DPI Rates for the SWD Cohort in ELA and Math the Last 3 Reported Years⁸



- Commendably, WPS is doing an excellent job keeping SWDs within the District (it ranks 1st in this category within its DRG): The District offers many programs and therefore can educate students in their home schools or within the District rather than out-of-district placements.
- However, there was an expressed desire among interviewees to further enhance the educational experience of students currently served within the District.

⁸ The reader is referred to **Appendix F** for more details including achievement gaps for all DRG-I districts.

AREAS OF OPPORTUNITY

Early Intervening Processes

Ownership and Capacity

- Leadership at both the central office and school-based level will continue to emphasize the importance that general education teachers see SRBI a general education initiative and responsibility, and not as a “pass-through” for referral to special education or solely for the provision of interventions by non-general education staff. Moving in this direction will support the District’s All Students/Our Students agenda.
- Expectations for SRBI should be reviewed annually and supported through easily accessible and understood protocols. In particular, the distinction between, and the overlap of, SRBI and EIP should be specified to staff to facilitate this understanding.
- Ongoing discussions to ensure the methodologies used by those involved in Tiered interventions (e.g., literacy) are aligned with special education staff, thereby providing programmatic vertical articulation for students who will not need to “unlearn” previous approaches.

Data Considerations

- To supplement the qualitative approach to SRBI, it will be helpful to quantitatively “roll up” this data across the District to ensure that school-based administrators can reflect on students who went to evaluation and those who did, or did not, qualify. This data, both in “real time” and longitudinally, will provide valuable data with respect to the efficacy of MTSS within, and across, schools and across content areas (i.e., ELA, math, and behavior). The utility of being able to report referrals for assessments and those students who qualified is reflected below in **Figures 10** and **11** from another public-school district.

Figure 10. Referrals for an Initial Special Education Evaluation-Expressed as a Percentage of the Overall Student Population

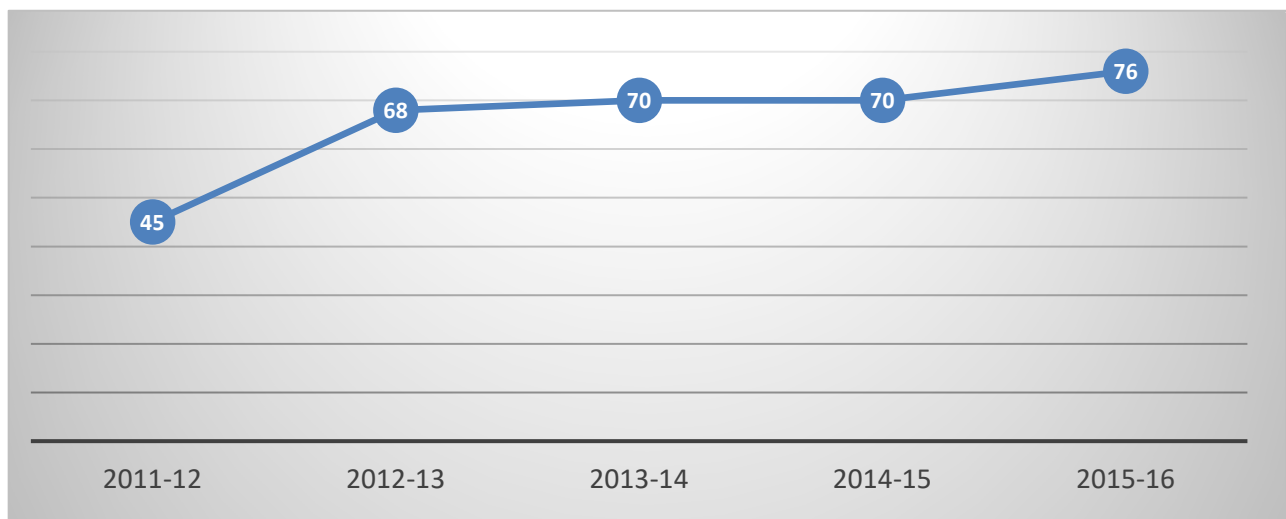
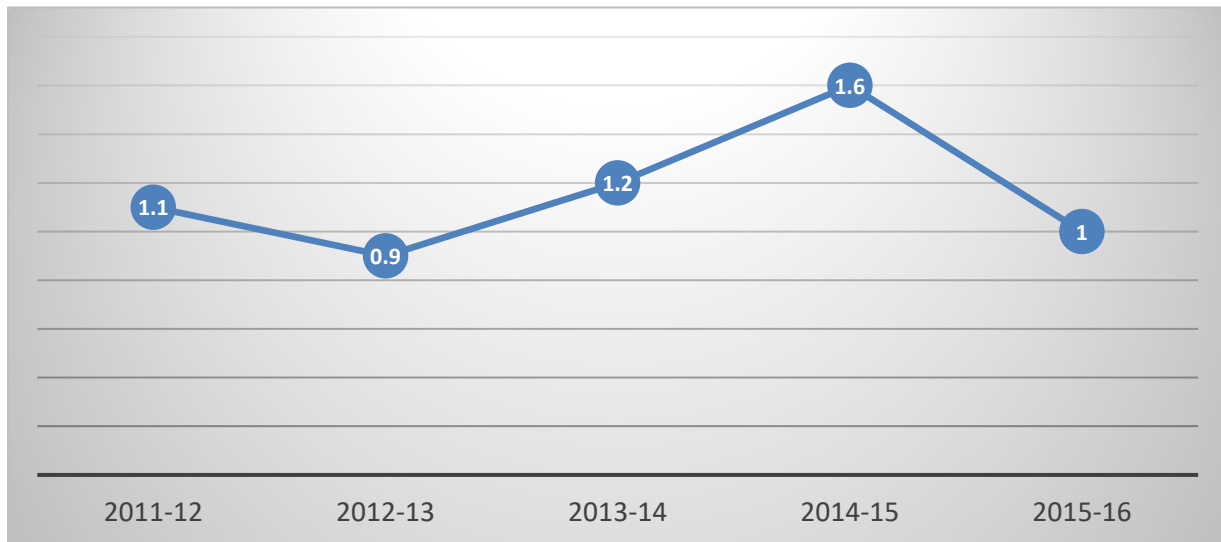


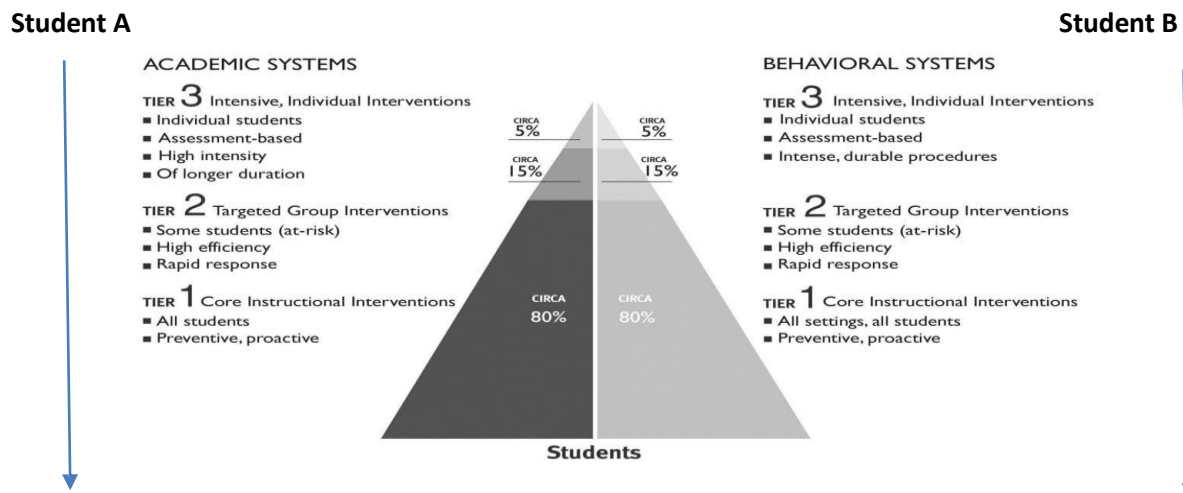
Figure 11. Referrals to IEP who Qualified-Expressed as a Percentage of Students Who Qualified for Special Education Services



SRBI as a Step Down

- Once SRBI is more systematic and operational with respect to processes and procedures (e.g., high quality core instruction, timely/effective interventions, use of data to evaluate/problem-solve issues of student learning) it may be “reversed” (i.e., the SRBI pyramid is in effect inverted) as a systematic step-down for students who are no longer eligible for IEPs.
- This is best illustrated by considering two hypothetical students. In this scenario, assuming the students were deemed eligible for exiting an IEP, the tiers comprising the SRBI model may be used to support the students in academic (Student A) and behavioral (Student B) domains. In this sense, the robust nature of SRBI is illustrated because it provides a platform to address student needs “where they are at,” irrespective of their previous special education status.

Figure 12. Utilization of the “Step Down” from an IEP



Continuum of Services

Programs for Specialized Populations

- Enhance teachers', related service providers', and para-professionals' capacity to consistently use research-based interventions that support these special populations (e.g., TEACCH, Crisis Intervention Training, etc.). As referenced in the discussion of vertical alignment, it will be important for all staff to use similar terminology and employ similar techniques as students progress from grade to grade and school to school. This might be accomplished with PLCs, where staff serving similar programs and populations could meet at specified times during the year, with agendas being "driven" by the coordinators who supervise these programs.
- As alluded to previously, it will be helpful to establish clear descriptions for the specialize classrooms and programs so that students have access to consistent frameworks as they progress from grade to grade and from school to school. In this regard, the classrooms could be named to capture the essence of their programmatic "mission" without divulging the disabilities of the students. For example, the behavioral program could change from BDLC to another name that would also denote the school-level (e.g., Bridges I, II, III, etc.).
- Specific to the ABA program, where appropriate, the District should consider alternatives to ABA and employ ABA strategies as "a method" rather than as "the method." There are other evidence-based methodologies, such as "milieu" therapy that, from an effectiveness perspective, promotes more adaptive behavioral, communication, and learning behaviors in naturalistic contexts. This programmatic orientation is also beneficial from an efficiency standpoint, in that the student interactions in more naturalistic settings are facilitated by relatively fewer adults.

Therefore, the designation of specific ABA staff is considered to be too logistically and symbolically confining to meet the needs of students. It is suggested that "ABA" be changed to "Autism Support Personnel," who will be trained and familiar with numerous methodologies as described above. This will also allow staff to support students with other educational disabilities (e.g., multiple disabilities) that the District has done such a commendable job in keeping within the District. It is suggested that the policies and procedures manual be updated to reflect this change, with a mission statement to promote more generalization of learned skills.

- Continue to assess if the physical space meets student needs with respect to practical considerations (e.g., access to bathrooms, sensory rooms, etc.) and integration with non-disabled peers. Specific to the pre-school program, the physical plant of the Buck's Hill Annex presents a practical barrier. Based on the team's walk-through of the program, and information gleaned from interviews, the Annex was never meant to be permanent solution to meet the needs of the burgeoning Pre-K population. With the understanding that SWDs may require varying levels of programmatic support, the authors would continue to encourage the District to pursue neighborhood schools for appropriate students. This will simultaneously ease potential crowding at the Annex and promote integration of pre-school students in their home school creating one fewer transition point.
- Continue to establish reverse mainstreaming for all self-contained classrooms. This will provide a meaningful platform to provide LRE opportunities. For example, this initiative has traditionally

included a lunch bunch program, which allows typical students to eat with disabled peers and is a wonderful opportunity for the typical students to provide social role modeling in a naturalistic activity and milieu.

- Consider options to integrate the special education pre-kindergarten programs with other District based pre-school programs to enable SWDs at the PK level to have appropriate positive role models to develop speech, language, academic, and social skills.

Programs for Students with High Frequency-Low Needs Disabilities

- Continue to work with staff on writing IEPs that are internally consistent, measurable, and attached to student needs. To the degree practicable, a quarterly Professional Learning Community (PLC) comprising special education teachers and principals to reflect on specific cases may be helpful to enhance capacities for both instructional and administrative staff.
- Re-focus the co-teaching model to ensure it remains a viable element in the District's continuum of services. Referring to the leadership capacity, it will be essential for special education leadership and the principals to collaborate on: (1) requisite professional development for the co-teaching dyads; (2) effective scheduling of students; (3) evaluation of the special education staff; and (4) on-going problem solving. In this regard, to the degree that struggling students may have their needs addressed by strategy experts, co-teaching will be an excellent supplement to the aforementioned SRBI recommendations. Below, we have included some guiding principles that we feel may bolster the process:
 - ✓ Co-Teaching can be misunderstood to mean one general education teacher and one special education teacher in a classroom all day long. That may not always be the case. Co-teaching, like every other model on the continuum, can vary each day and for every class period. It does mean that based on Co-Planning, Co-Teaching, and Co-Reflection, teachers (general and special) make day to day and class to class decisions based on: (1) the needs of the special education student(s); (2) the IEP requirements; (3) the core content; and (4) the instructional requirements of these class periods.
 - ✓ When new concepts are introduced, it is often important that the special education teacher conduct some pre-introduction for younger SWDs. This preview of material could be accomplished in many ways (resource room, alternative co-teaching model for a short period of time, etc.).
 - ✓ During the actual direct instruction time, the co-teaching model (team teaching, station teaching, parallel teaching or alternative teaching) is most useful. However, in order to maximize the efficiencies and expertise of the special educators' time (thereby allowing them to provide collaborative supports to other general education teachers), the co-teaching dyads should develop the classroom practices to ensure that SWDs can participate without the special education teacher having to be present the entire time. In this manner, it is the general education teacher who is "generalizing" learned skills from the strategists to better meet the instructional needs of the students.

- ✓ The key to good co-teaching is the effective and efficient use of teacher time. That does not necessarily mean being in the general classroom every minute. Co-planning is critical to ensure that special education teacher is utilized in the most effective and efficient manner; being in the classroom and “helping, assisting, or tutoring” is not an efficient use of a special education teacher’s time if a paraprofessional or peer can assist the student.
- ✓ To ensure accountability, it is recommended that teachers involved in the co-taught model be evaluated with respect to their effectiveness in delivering this specialized instruction during their annual reviews, and that all administrators with requisite training in determining what constitutes effective co-teaching work in unison to develop a content-valid form and to execute it accordingly (e.g., 5-minute walk-throughs).
- ✓ After a content-validated assessment, co-teaching teams that are exemplary could then be assigned as mentors at their schools to support other co-teaching dyads. In addition, to the extent that continuity of team partnerships typically supports student achievement via mutual respect, collegiality, competence, and the acceptance of total ownership for all students, District leadership may consider maintaining the continuity of these teams when possible and to provide the teams with as much common planning as is possible and practicable.
- ✓ Teaming has a direct bearing on co-Teaching at the Middle School level. As described by Merenbloom and Kalina (2013): *Best practice research supports the use of teaming, whereby teachers work across departments with a set group of students. Typically, core interdisciplinary teams include teachers of English/language arts, social studies, mathematics, and science. Special education and English language learning (ELL) teachers are frequently included. Ideally, the same teachers have the same cohort of students during the same periods of the day. Common planning time is essential* (the reader is referred to **Appendix G** for this illustration).

Although there are various models that draw upon the expertise of the special education teacher(s) as part of these teams, one that might be particularly efficacious is one whereby the special education teachers are “vertically” attached to teams. In this paradigm, the same teacher follows students (e.g., from grades 6 through 8) supporting content areas that are aligned to specific IEP goals.

- To supplement inclusivity currently occurring at the high school with respect to the integration of general and special education students in extra-curricular activities, the District may wish to establish a credit-bearing peer mentorship program at the secondary level. This will ensure that the peer interactions remain systematic, meaningful, and interactive. In addition, this initiative should be included in the students’ IEPs. The authors will provide District leadership with examples.
- As it pertains to engaging SWDs at the secondary level, and thus increasing the graduation rate, continue to provide the following:
 - ✓ It is recommended that leadership build a cohesive communication plan, and then clearly communicate this plan to all stakeholders. Ensure that all programs are aligned to the District Strategic Plan and implement the Core Curriculum established by the District. It is notable that the District’s focus on strengthening Core Instruction is a key variable to consider.

- ✓ Provide elective options focused on specific areas of interest, career and vocational preparation, etc. should be monitored to ensure these traditional and non-traditional options offer students a meaningful pathway to educational success culminating with high school graduation.
- ✓ Create and implement a regular review process that identifies barriers to student success. This process should be completed on a three-year cycle. The results of this analysis shall inform the high school regarding their ability to meet student needs as well as drive the addition, elimination, or targeted improvement of specific programs to maximize student outcomes.
- ✓ Develop a process to ensure that SWDs receive the necessary supports that are outlined within their IEPs (e.g., ensure that the program is fitting the needs of the student and not fitting the student to the program) and that guidance counselors ensure all students can engage in CTE experiences.
- ✓ Conduct post-hoc analyses of successful graduates and unsuccessful students and begin creating a data base of variables that can better predict student placements.

SUMMARY AND FINAL COMMENTARY

It is hoped that the recommendations provided within this document support the District's leadership in its over-arching goal to provide excellent services to struggling students. Although there are celebrations (e.g., the paucity of out of district placements), the authors postulate that the following areas may be of most immediate value in that they have both programmatic and fiscal implications and are offered for consideration as part of the District's strategic planning; the authors have added suggested timelines for implementation.

Organizational Parameters

1. Moving the hiring of para-educators from the City of Waterbury to the District: *Spring 2021*
2. Re-organize the Coordinator model: *Spring-Summer 2021*
3. Review the District's Special Education procedures for refining process, services, placements decisions from in-District options to out of district placements: *Summer 2021*
4. Consider investing in centrally-based Behavioral Assistance Teams, that will require dedicated school psychologists and/or BCBAs: *Summer 2021*
5. Consider adaptation of an S-LP/A model. *Fall 2021*

Programmatic Parameters: SRBI

1. At select schools, institute a "reverse" SRBI model: *Fall 2021*
2. Establish policies and procedures that contain "blueprints" for common language, forms, and team composition: *Fall 2021*
3. Begin to collect data regarding percentage of students referred for testing and those that were identified for special education at each school as part of a District-wide data base: *2021-2022 ASY*

Programmatic Parameters: Special Education

1. Establish PLCs to improve IEPs: *Fall 2021*
2. Create a plan to improve SWD graduation rates inclusive of strengthening CTE options: *Spring-Summer 2021*
3. At select schools, institute co-teaching with teacher training, administration oversight, and logistics (e.g., homogenous grouping, teaming, etc.): *Fall-Winter 2021*
4. Re-brand special programs with requisite personnel and physical plant capacities: *2021-2022 ASY*

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APPENDIX A: EXAMPLES OF INTERVIEW QUESTIONS

Principal/Assistant Principal

What is your view of the “culture” of student ownership for students with disabilities in your school? How do you go about reinforcing it?

What does the continuum of services look like at your school?

How effective are supports for students with disabilities from special- and general education perspectives?

Do you feel that the district/your school is getting “bang for its buck” with respect to special education programs, teaching, and services?

How effective have the PD offerings been for your staff?

Are materials adequate for student learning?

Do you feel that the methodologies you are employing are consistent across the school and District?

Please describe the SRBI process with respect to tiered interventions across the areas of literacy, numeracy, and behavior?

How could student achievement/closing the gap be addressed at your school?

What is your hope/vision for the special education program in general and the areas under review specifically?

Special Education Teachers

Define the culture of “ownership” that exists in the school with respect to special and general education staff members?

Do you feel as though your students are accepted as part of the school’s overall culture?

Is the concept of LRE typically discussed at the PPT as it relates to programming decisions?

Are materials and resources adequate?

Has PD been adequate to meet your needs?

For students requiring related services, how do you coordinate the service providers with respect to in-class vs. pull-out options?

How do you perceive the para-professionals' ability to meet student needs? Do you have adequate time to meet and plan with them?

Do you ever facilitate PPT meetings? If so, how is that coordinated and how do ensure that you are following school protocol?

Do you feel that the methodologies you are employing are consistent across the school and District?

How would you characterize the "culture" of dismissal from related services or decrease of services that exists at the PPT meetings?

How far along is the SRBI process at the school and what is your involvement?

General Education Teachers

Define the culture of "ownership" that exists in the school with respect to special and general education staff members?

How is instruction coordinated with special education teachers for students who are appropriate for co-teaching/mainstreaming/requiring time with non-disabled peers? Do you perceive this as a positive or as a negative as it relates to student learning?

What is your involvement in the pre-referral process/SRBI within the school?

What do the instructional models look like for your students requiring special education?

Do you have any students on 504 plans and if so, how are plans monitored?

How is uniformity of processes (e.g., the pre-referral and special education processes) established?

How would you like to see the delivery of special education improved in your school?

Para-Professionals

Describe your role in providing support for your student(s).

How did you become familiar with the supports that your student(s) require?

Do your students receive opportunities during the day to interact with non-disabled peers?

Do you have formal, scheduled opportunities to discuss your student(s) with the supervising teacher?

Are you afforded opportunities to enhance your ability to provide effective interventions through professional

development and/or trainings?

How would you like to see the delivery of special education improved in your school?

SRBI Point Person

Define the culture of “ownership” that exists in the school with respect to special and general education staff members.

How far along is your school with respect to the SRBI process? Is it viewed as a special or general education initiative?

What is the process once a student gets identified, what does the SRBI process look like?

What materials and resources exist to support literacy, numeracy, and behavior through SRBI tiers-are these used school-wide?

How is Title 1 support (if applicable) coordinated with SRBI supports?

How would you characterize the degree to which related services are supporting the SRBI process?

Have you ever used SRBI as a “step down” off an IEP?

Do you feel teachers have the skill sets, including PD, to effectively institute SRBI interventions?

How do you stay on the same page as your counterparts across the school?

How would you like to see the delivery of SRBI improved?

Related Services/SW/Psychologists/BCBA

Describe the nature of your responsibilities with respect to supporting students?

How would you characterize the “culture” of student ownership at your school?

Are the concepts of LRE and FAPE typically discussed at the IEP as it relates to programming decisions? Any contentious PPT meetings over this issue and have they felt supported if things became heated?

How would you characterize the degree to which the educational model of related services is understood by parents and teachers at the IEP “table”?

How is uniformity of IEP processes, procedures, and eligibility for special education/related services established throughout the district; what are your criteria to assure this uniformity (e.g., are there departmental meetings)?

How is the transition to and from your school handled-do you feel there is a smooth “hand off” and have you agreed for the most part with the students you are inheriting?

Describe your criteria for eligibility and exit for your particular related service; are these reflective of district-wide criteria? Is there uniformity with respect to test batteries/format and how it is decided who does what with respect to mandated services (psychology vs. social workers).

For the psychologists, what methodologies are the psychologists using for eligibility-SRBI/patterns of strengths)?

Describe your involvement in the pre-referral process/SRBI?

How do you document the services you provide?

Are your resources adequate with respect to PD, testing materials, therapy materials, etc.

In general, how could related service delivery be improved (wish list)?

APPENDIX B 1: INTERVIEW ROSTER (N=197)

Discipline	Int. 1	Int. 2	Int. 3	Int. 4	Int. 5	Int. 6	Int. 7
Central Office Staff	2					16	5
Principal/Assistant Principal	9	5	6	2	4	17	
Special Education Teachers	10	6	10	3	8	11	
General Education Teachers	4	1	2		4	3	
Para-professionals	9	2	8	2	8	5	
Psychologists/Behavioral Staff							
Speech-Language Staff							
Occupational Therapy Staff							
Physical Therapist							
SRBI Point Person	5	5	4	2	3	11	
Board Members	5						
Parents Surveys							
Totals	44	19	30	9	27	63	5

Please note that the same staff member may have been interviewed by more than one Futures' Team Member. Parent surveys are in the process of being collected and will be reported in a subsequent draft.

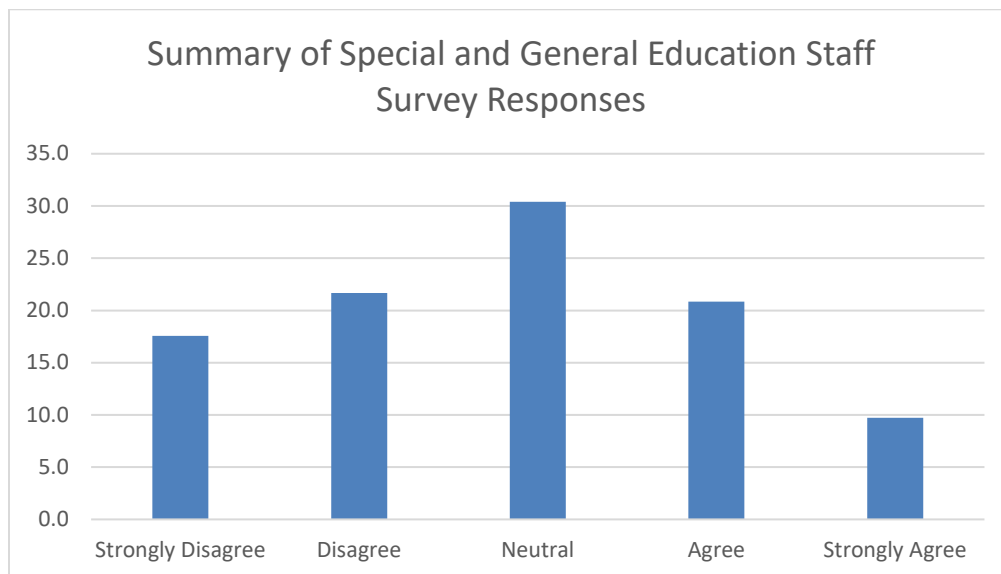
APPENDIX B 2: SURVEY PARTICIPANTS (N=657), SURVEY QUESTIONS, AND SUMMARY OF RESPONSES

Stakeholder Group	Number
Staff	532
Parents of In-District SWDs (English Version)	98
Parents of In-District SWDs (Spanish Version)	13
Parents of Out-of-District SWDs (English Version)	4
Waterbury Citizen	10

Special and General Education Staff Survey (all questions on a Likert Scale 1-5)

1. There is a healthy culture of student ownership in my building.
2. There is ample time for staff collaboration in my building.
3. I find that the continuum of special education services in the school meets my students' needs.
4. I would recommend the school's Special Education program to a parent of a child with special education needs.
5. I am satisfied with special education students' opportunities to engage in curricular and extra-curricular activities with typical students and that they are part of the "fabric" of the school community.
6. In general, the school provides students with disabilities with a Free Appropriate Public Education.
7. In general, IEP stakeholders do a good job conveying the concept of Least Restrictive Environment to parents/guardians:
8. In general, parents of students with disabilities have an expectation of Free Appropriate Public Education that is consistent with that of the other team members.
9. I feel all IEP stakeholders have a "voice" at the IEP table and sufficient opportunities to communicate with those involved in the student's education.
10. I feel that the early intervention services (e.g., MTSS) adequately meet student needs:
11. I have adequate resources and materials to meet the instructional/service delivery needs of my job for all of my students.
12. I have received adequate professional development opportunities to meet the needs of special education students.
13. As currently constituted, the organizational structure of the central office meets my needs.

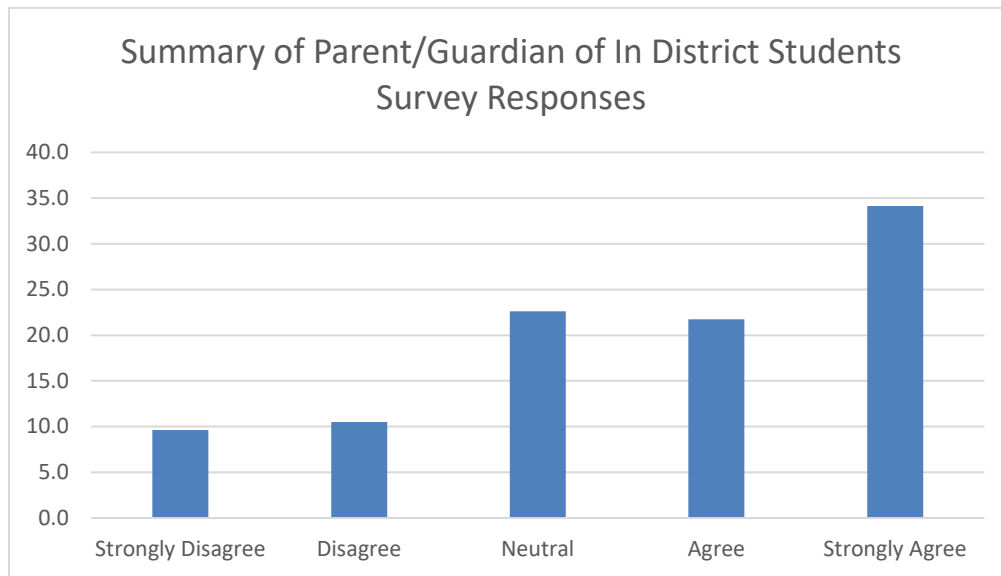
14. I have been provided adequate pd/training to meet the educational/service delivery needs of students using a remote model of instruction.
15. The school has provided adequate technology and materials for staff to provide instruction/deliver services using a remote model.
16. The school has provided adequate support to staff working with students with disabilities using a remote model of instruction/service delivery.
17. The school is providing effective support to staff who are providing remote instruction/service delivery.
18. The school's remote instruction/service delivery model is meeting the educational and therapeutic needs of all students.
19. Additional comments (i.e. discipline specific topics):



Parent/Guardian of In-District Students

1. What challenges does your child face educationally?
2. Is your child in a specific program (for example, life skills, behavioral, etc.)?
3. How long has your child been in the program which he/she attends (in years)?
4. I find the special education program is suited to my child's needs.
5. I feel that I have a "voice" in my child's education with sufficient opportunities to communicate with those involved with his/her education (for example, at IEPs, open houses, parent-teacher nights, etc.)
6. I would recommend my child's program to another parent of a child with similar educational and/or therapeutic needs.
7. The school's remote learning model provides my child with adequate academic instruction.
8. The school's remote learning model provides my child with adequate therapeutic services (speech, OT, etc...).
9. The school's remote learning model provides my child with adequate technology and materials.

10. The school's remote learning model is meeting the educational and therapeutic needs of my child.
11. Additional comments:



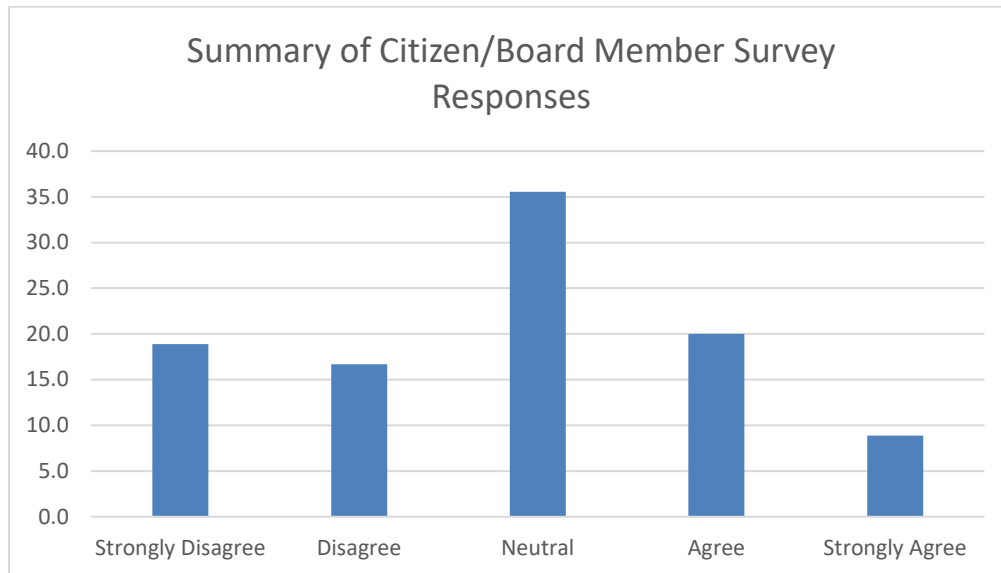
Parent/Guardian of Out of District Students

1. What challenges does your child face educationally?
2. Is your child in a specific program (for example, life skills, behavioral, etc.)?
3. How long has your child been in the program which he/she attends (in years)?
4. I find the special education program is suited to my child's needs.
5. I feel that I have a "voice" in my child's education with sufficient opportunities to communicate with those involved with his/her education (for example, at IEPs, open houses, parent-teacher nights, etc.).
6. I feel that the PPT did everything in its power to keep my child within the District.
7. The school's remote learning model provides my child with adequate academic instruction.
8. The school's remote learning model provides my child with adequate therapeutic services (speech, OT, etc...).
9. The school's remote learning model provides my child with adequate technology and materials.
10. The school's remote learning model is meeting the educational and therapeutic needs of my child.
11. Additional comments:

Citizen/Board Member Survey

1. I believe that the vision and mission of special and regular education coalesce.
2. The mission of special education is readily apparent to the school community.
3. Students with educational disabilities are afforded a Free and Appropriate Public Education

4. At the school level, there is joint "ownership" of special education students by both regular and special education teachers.
5. The schools devote a reasonable amount of resources to special education.
6. I have confidence in the programmatic capacity of the special education department.
7. I sense that, as currently constituted, distance learning is adequate to meet the needs of students with disabilities.
8. Additional comments:



APPENDIX C: VIRTUAL LEARNING RESOURCES

General Best Practices for Remote Learning in Special Education

Edweek: <https://www.edweek.org/teaching-learning/bridging-distance-for-learners-with-special-needs/2020/09>

Edutopia: <https://www.edutopia.org/article/new-strategies-special-education-kids-learn-home>
https://www.edutopia.org/article/5-ways-take-some-distance-out-distance-learning?gclid=Cj0KCQiA1KiBBhCcARIsAPWqoSo-jwzS40Srd6d1LLdC1cG_7EWSXqvtQa3JXkzYfSm5pj7GnifZsYaAji6EALw_wcB

Greater Good Magazine (UC Berkeley):
https://greatergood.berkeley.edu/article/item/how_teachers_can_help_students_with_special_needs_navigate_distance_learning

General Resources

The United Federation of Teachers: <https://www.uft.org/teaching/remote-teaching/learning-activities-students/special-education-remote-teaching-resources>

The Council for Exceptional Children: <https://exceptionalchildren.org/improving-your-practice/resource-library/resources-teaching-remotely>

Teach for America: <https://docs.google.com/document/d/1-mWg4DR4EgZ0JCxFRmn5LmsImI7yCINY7N7FHD6U1fM/edit>

Amazing Educational Resources: <https://www.amazingeducationalresources.com/>

Specialized Resources

Online libraries offering free trials: <https://www.getepic.com/>, <https://openlibrary.org/collections/k-12>

Museums offering virtual tours: https://people.com/travel/stuck-at-home-these-12-famous-museums-offer-virtual-tours-you-can-take-on-your-couch/?utm_source=facebook.com&utm_medium=social&utm_campaign=social-share-article&utm_content=20200313&utm_term=7728056&fbclid=IwAR16B2_1OGwPFh5yr0Gq5GgbgRraEb4PEjyXOW6eh9IAN_xEi5LtoXkNfaA

Aquariums offering live streams: Monterey Bay (<https://www.montereybayaquarium.org/animals/live-cams>), Georgia Aquarium (<https://www.georgiaaquarium.org/webcam/ocean-voyager/>), Aquarium of the Pacific (<https://www.aquariumofpacific.org/exhibits/webcams>), The National Aquarium (<https://aqua.org/explore/livestreams>)

APPENDIX D: STAFFING RATIO COMPARISONS BY DISTRICT

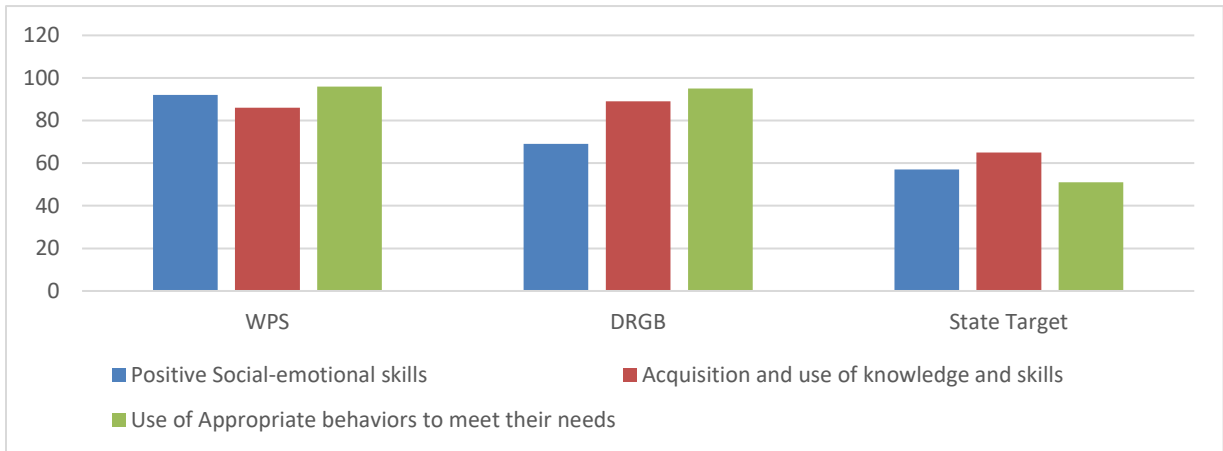
District	Teacher Ratio	Para-Professional Ratio	Behavioral Health Ratio
Waterbury	14.77	9.51	31.53
New Haven	12.07	23.08	18.79
Bridgeport	14.15	11.55	29.07
New London	10.90	3.80	22.64
New Britain	14.77	14.45	29.42
Windham	14.57	10.07	21.69
Hartford	13.51	6.88	23.53
Average	13.54	11.34	25.24
Standard Deviation	1.50	6.18	4.75
Median	14.15	10.07	23.53

The distribution of behavioral health providers for the reporting DRG-Is and WPS are as follows:

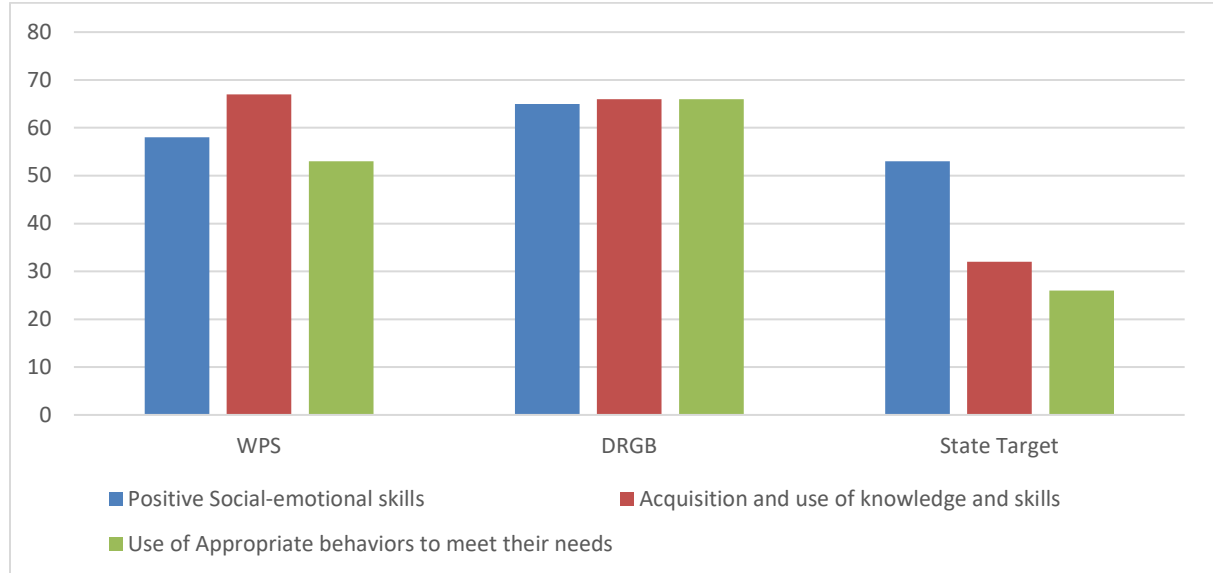
District	K-8 Counselors	K-8 Social Workers	K-8 Psychologists	9-12 Counselors	9-12 Social Workers	9-12 Psychologists
Bridgeport	19.6	30	25.6	19	9	4.8
New Britain	0	13.75	7	17	12.75	5
Windham	1	8.5	4	6	4	2
WPS	12.5	28.5	13.5	15.5	10	4.5

APPENDIX E: PRE-SCHOOL DATA

Of those preschool children who entered or exited the preschool program below age expectations, the percent who substantially increased their rate of growth by the time they turned 6 years of age or exited the program



The percent of preschool children who were functioning within age expectations by the time they exited the program.



APPENDIX F: ELA AND MATH DATA FOR SWDS AND ALL STUDENTS

Waterbury

	ELA			Math		
	SWD	Gen Ed		SWD	Gen Ed	
	DPI	DPI	Gap	DPI	DPI	Gap
15-16	39.3	58.5	19.2	32.2	50	17.8
16-17	37.8	57.2	19.4	31.4	50.6	19.2
17-18	38.3	57.7	19.4	32	51.6	19.6

Bridgeport

	ELA			Math		
	SWD	Gen Ed		SWD	Gen Ed	
	DPI	DPI	Gap	DPI	DPI	Gap
15-16	37.2	54.6	17.4	29.7	45.4	15.7
16-17	36.9	54.4	17.5	30.5	47.6	17.1
17-18	38.6	57.7	19.1	31.9	49.2	17.3

Hartford

	ELA			Math		
	SWD	Gen Ed		SWD	Gen Ed	
	DPI	DPI	Gap	DPI	DPI	Gap
15-16	39.4	57.3	17.9	32.5	50.2	17.7
16-17	36.8	54.2	17.4	31.7	48.9	17.2
17-18	37.4	56.1	18.7	32	51.7	19.7

New Britain

	ELA			Math		
	SWD	Gen Ed		SWD	Gen Ed	
	DPI	DPI	Gap	DPI	DPI	Gap
15-16	37.9	54.9	17	31.2	47.7	16.5
16-17	35	52.6	17.6	28.7	46.6	17.9
17-18	36	55	19	29.6	48.1	18.5

New Haven

	ELA			Math		
	SWD	Gen Ed		SWD	Gen Ed	
	DPI	DPI	Gap	DPI	DPI	Gap
15-16	41.5	60.4	18.9	34.6	52.1	17.5
16-17	41.1	59.7	18.6	35.8	52.4	16.6
17-18	42.6	60.8	18.2	36.3	52.9	16.6

New London

	ELA			Math		
	SWD DPI	Gen Ed DPI	Gap	SWD DPI	Gen Ed DPI	Gap
15-16	42.2	58.6	16.4	35.8	52.3	16.5
16-17	40.7	57.7	17	35.1	52.1	17
17-18	41.2	59.7	18.5	35.8	54	18.2

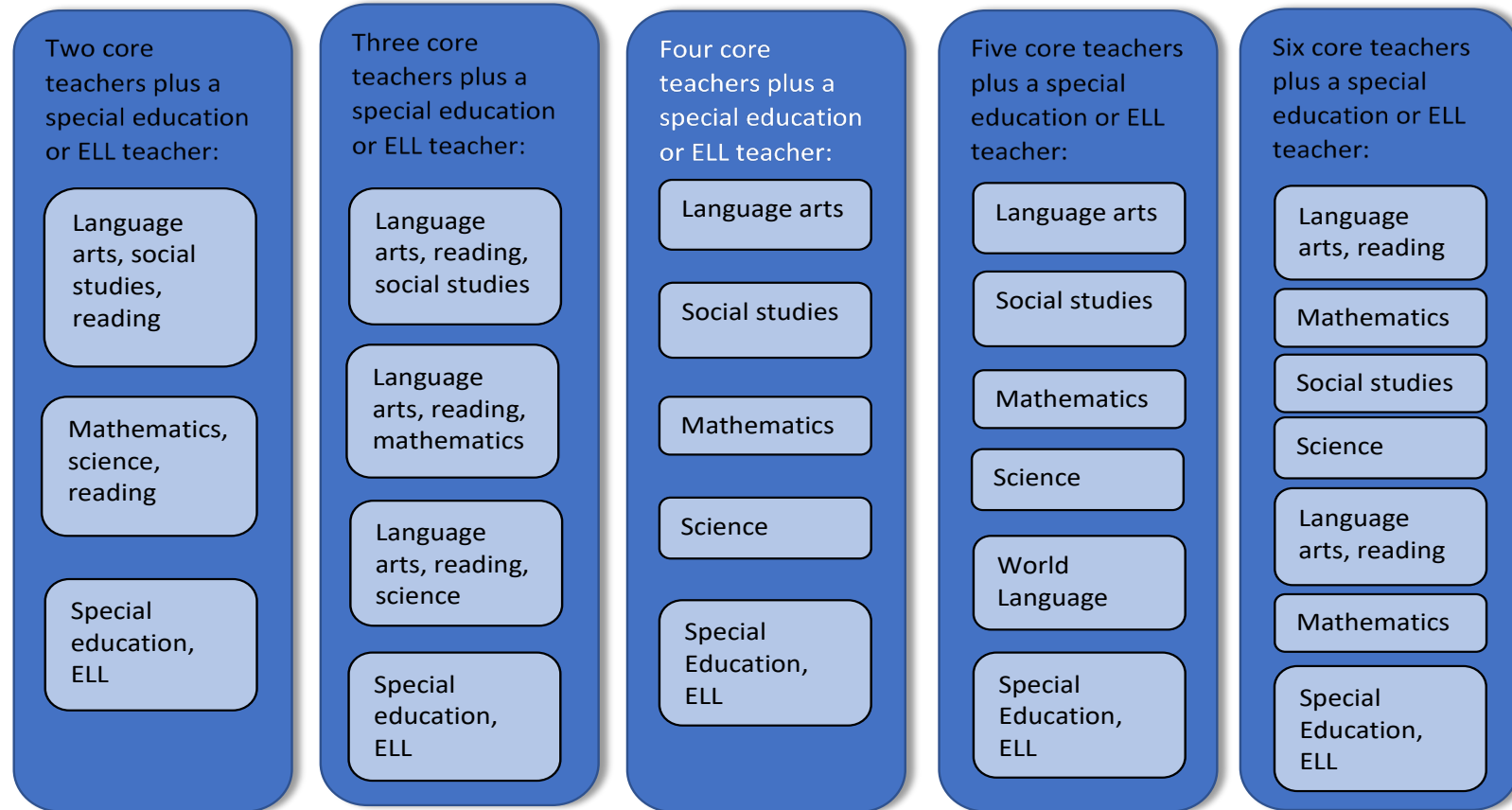
Windham

	ELA			Math		
	SWD DPI	Gen Ed DPI	Gap	SWD DPI	Gen Ed DPI	Gap
15-16	42.2	64	21.8	36.6	56.6	20
16-17	41.1	64	22.9	36.4	57.9	21.5
17-18	40.8	62.4	21.6	37	58.3	21.3

APPENDIX G: TEAMING MODELS

Teams of teachers and provide them with time and support to work together to help students succeed in challenging academic and related arts studies.

Figure 1.2 Examples of Interdisciplinary Team Configurations





The State Adult Education Bureau High School Administrative Manual currently requires a minimum of 20 credits for students to graduate the Adult Education High School Program. All Adult Education Programs in the state have a different requirement.

Waterbury Adult Education's high school graduation requirement is at 21 credits while the city's comprehensive high school requirement is currently at 22 credits. This is common in most Adult Education Programs

All Adult Education Programs follow the Adult High School Credit Diploma Program Administrative Manual. The manual was revised. As part of the revision, the state consultant, Marcy Reed, is recommending for next year that Adult Education graduation requirement credits be the same as the districts K-12 requirements.

If Waterbury Adult Education is to comply with Marcy Reed's recommendation, we need to increase the graduation requirement for the Waterbury Adult Education High School Credit Diploma Program from 21 to 22 credits for the 2021-2022 school year.

The High School Graduation exit criteria for graduating classes of 2023 and beyond for the city of Waterbury will require students to earn 25 credits in order to graduate. At this time the 25 credits does not apply to Waterbury Adult Education students. It only applies to the comprehensive high schools.

When this change goes into effect for the 2022-2023 school year, Adult Education will also need to increase their credit requirement for graduation. Attached are the revised distributional graduation requirements recommended by the state Adult High School Credit Diploma Program Administrative Manual to be forwarded to the Board of Education for approval.

I am available to answer any questions.

Thank you

Antonio Musto
Principal
Waterbury Adult Continuing Education



WATERBURY ADULT EDUCATION REQUIREMENTS FOR GRADUATION

Distributional Requirements: 2021-2022

4 Credits in English

3 Credits in Mathematics

3 Credits in Social Studies

2 credits in Science

10 Credits in electives (1 Health/PE, 1 Vocational)

22 Total credits

Distributional Requirements: 2022-2023

Eight (8) Humanities Credits to include:

Four (4) credits in English

Three credits (3) in social studies (must include one (1) credit in American history and one-half credit in civics /American government and one (1) credit in humanities elective.

Seven (7) STEM credits include:

Four (4) credits in mathematics (may include, but are not limited to, credits in any of the following: Algebra I, Algebra II, geometry, basic math, transitions math, pre-algebra, financial literacy or personal finance); and

Three (3) credits in science (must include 1 credit in life science and at least one (1) credit in physical science).

Ten (10) elective credits to include:

Two (2) credits in the arts, vocational education, digital literacy/technology, transition to career, transition to postsecondary or life skills.

One (1) Health/PE

25 total credits

Academic Office Update

May 2021



WATERBURY PUBLIC
SCHOOLS
ACADEMIC OFFICE

Elementary Mathematics

- ❖ Ready Classroom is being implemented in kindergarten through grade five as the core Curriculum resource.
- ❖ Professional learning time has focused on implementation of the new program, maximizing use of the available digital resources, and effective virtual instruction.
- ❖ **Curriculum documents** created for the 20-21. Documents are live. Diagnostic and other data will be used to adjust pacing and content in future years.
- ❖ Units - Prioritized Standards at each grade level including built in “just in time” intervention to provide access to grade level content.
- ❖ The Elementary Mathematics Department is currently implementing strategies to improve digital learning by acquiring resources for teachers to view and provide feedback on student work in real time and to embed digital manipulatives into student lessons. **Student Math Work Samples**

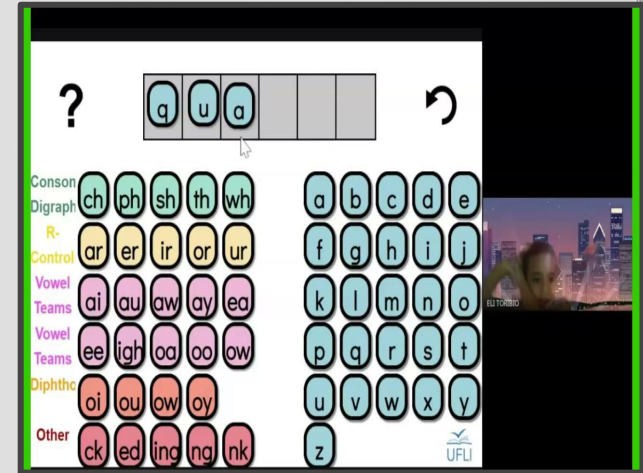
Secondary Mathematics

- ❖ HMH is being implemented across grades six through eight with curriculum documents developed to address the specific needs of 2020-2021.
- ❖ Algebra I and Geometry courses have been redesigned to provide teachers with teaching strategies and resources to meet the standard of rigor outlined in SpringBoard and support the realignment of the math sequence.
- ❖ Digital resources are being compiled on an ongoing basis and posted on the [Secondary Math website](#) to provide teachers with digital resources for interactive instruction in a virtual setting, assessment for decision making, and increasing levels of engagement.
- ❖ Weekly course specific PLTs focused on unpacking data from BOY HMH Growth Measure, BOY SpringBoard aligned assessments, and Fall SAT; strategies for effective teaching and learning in a hybrid setting; and evaluating the role that technology has played during the hybrid learning period, including how we would like to continue using it moving forward. New schedule has allowed for opportunities to work with MS coaches and HS DCs to help them continue those conversations.

Elementary Reading/ELA

Focus Areas

1. Learning to Read
 - a. Focus on small group instruction around foundational skills using 400+ virtual lessons created.
2. Close Reading of Complex Texts
3. Volume of Reading to Build Knowledge



Secondary Reading/ELA

- ❖ Secondary ELA curriculum revised extensively for SY20-21 Hybrid Model to include educational technology resources and a streamlined pacing guide to ensure high-quality instruction.
- ❖ Afternoon professional learning in Secondary ELA focused on teacher choice with three “courses” being offered to teachers lead by literacy facilitators and department supervisor.
- ❖ Internal secondary ELA Website has evolved extensively and includes an intuitive, user-friendly curriculum experience for teachers.

Early Childhood

- ❖ Preschool teachers are providing synchronous and asynchronous instruction to students through Direct Instruction and the Family Coaching model developed through Creative Curriculum.
- ❖ The Preschool Curriculum Team developed a high quality Remote Learning Scope and Sequence for instruction.
- ❖ Guidelines for assessment in all developmental domains were created to assist staff in technology and high quality curriculum implementation.
- ❖ Staff participated in professional development aligned to Social Emotional Learning, Remote Learning Instruction for young children.
- ❖ The OEC and Office of School Readiness planned virtual Family Nights, with additional ones planned for the spring.
- ❖ The OEC provided Circle of Security Parenting Program to members of the Family Resource Center at Wilson School.

Social Studies

- ❖ African American/Latino/Puerto Rican Studies class offered in all high schools. Waterbury will be piloting the SBOE approved curriculum and attend professional development over the summer.
- ❖ 6th-11th grade MOY benchmarks assigned and data has been collected. [LINK](#)
- ❖ Common formative assessments for 6th-8th grade that assess skills and content and added to correlating curriculum units. [LINK](#)
- ❖ K-8 & Enlightenment weekly professional development to create common formative assessments. [LINK](#)

Science

- ❖ Creation and implementation of district-wide CFAs for grades 6-12 focused on Analyzing and Interpreting Data and Constructing Explanations using evidence (2 of the 8 NGSS Science Practices).
- ❖ Launch of the district Chemical Hygiene Plan to staff in grades 6-12
- ❖ The entire K-12 curricula has been updated with lessons/activities to engage students in a virtual environment.
- ❖ Environmental educators from Flanders Nature Center brought 2 LIVE VIRTUAL SESSIONS: NGSS Habitat Comparison and Animal Adaptations to 2nd graders from around the district (in the winter and then again in the spring)
- ❖ 5th grade students from across the district were engaged in "It's a Chemical Life"- a PBL project through STARBASE that supported their science unit on Matter.
- ❖ Gear-up supplied STEM kits to all 8th grade students in the district to model Newton's 3 Laws of Motion, covered in the 3rd unit.

Physical Education/Health & Wellness

- ❖ Teacher-driven, full redesign of PK-12 Health and Physical Education Curricula that embed interchangeable in-person, hybrid and remote learning instructional delivery models for all content scope and sequences
 - Pk-5 PE [Elementary PE Curriculum](#)
 - MS PE [Middle School PE Curriculum \(New\)](#)
 - MS Health [2020-2021 Middle School Health Curriculum Revision Committee](#)
 - HS PE [2020-2021 High School Curriculum Revision Committee](#)
- ❖ Social and Emotional Learning has been a primary point of emphasis in all lessons throughout School Year 2020-2021, and been well-received
- ❖ Health & PE instructional equipment upgrades at all 32 Schools are currently underway; anticipated completion of Title IV project by May 1

Fine Arts

- ❖ Resources purchased for all instrumental music programs in grades 6-12 to alleviate the need to purchase or rent.
- ❖ All visual art teachers received a document camera, supplies for watercolor art and sketch books to support curriculum.
- ❖ Theatre, Visual Art & Music RPFs in process to support respective curriculum for [The Art of Education Flex Curriculum](#), [Musicplayonline](#) & [Digital Theatre](#).
- ❖ Two teachers are applying to UCONN ECE courses in art and music from WAMS.
- ❖ [New FA digital course catalog](#) available in fine arts grades K-12, will be shared on parent square in May 2021.
- ❖ WPS is hosted the CT Arts Administrators Meeting last Feb. to promote what we are doing to support fine arts for our community and district. <https://docs.google.com/presentation/d/1HT4JhrYf5cgHbhJeRkxkxgB5Tk66nWujjsabXmcPjJA/edit?usp=sharing>

Fine Arts

- ❖ Mattatuck “A Face Like Mine” collaborative project with all H.S. focused on African American female artists. Includes a virtual tour of 50 works and students will create self portraits reaction pieces participating schools include WAMS, KHS, & WCA.
- ❖ WPS 4th Annual Artrageous Art Exhibit & Celebrating Community Through The Arts Talent Showcase, this year our shows were 100% virtual and a huge success! Great job to all involved! We produced 5 days of shows for our community! All Segments launched on the Waterbury Palace Theater YouTube Channel.
- ❖ DAY 1 Elements, Abstract & Vocal https://youtu.be/kr9W2_SNp0M
- ❖ DAY 2 Landscapes, Self-Portraits & Dance <https://youtu.be/dSQdTMJWKXA>
- ❖ DAY 3 Culture, Movement & Vocal <https://youtu.be/rzSyrBFkMQ4>
- ❖ DAY 4 Still Life, Just for Fun, Culinary & Instrumental <https://youtu.be/ZyXldCDWNge>
- ❖ DAY 5 Elements, Abstract & Vocal <https://youtu.be/l1HfjJMtrEQ>
- ❖ 3 WPS students moved on to compete virtually in a State Talent Show by CAS, CIAC & Welcome2Reality and WAMS Student Rori McCarthy won 3rd Place for her Acapella of Yesterday by The Beatles.
<https://drive.google.com/file/d/1CY0XKVwSqrz8dr8aM7Mlu7yglEJtVvDa/view?usp=sharing>

Fine Arts

- ❖ Curating Project is in process at central office chase building we have student artwork displayed on all 4 floors showcasing 300 pieces from artists in grades K-12. All artwork is labeled with student name, school and grade. Projects are in the works to create cultural 3D pieces to accompany the framed works in the coming school year.



CTE

- ☐ New Website for students, parents, teachers and community
- ☐ Connecticut's "Grow Your Own" Initiative - Educators Rising / State Competition
 - ☐ New UCONN Education courses. Pending BOE Approval: 2021
- ☐ New Courses HS 2021-2022
 - ☐ Drone Technology, Engineering, Software Development BOE Approved: 2020
 - ☐ Post University - Management, Leadership, Marketing and Accounting
Pending BOE Approval: 2021
- ☐ New Courses MS 2021-2022
 - ☐ Amazon Future Engineer Program: Computer Science
Pending BOE Approval: 2021
- ☐ Connecticut Pre-Apprentice High School Training Program
Pending BOE Approval: 2021
- ☐ Conducted Virtual Open House
- ☐ Predicted to increase Next Gen. Accountability Score Indicator 5 - CCR
- ☐ Planning new career pathways: Cybersecurity, Robotics, Video Game Development, Banking Services. Planning Expansion of Computer Science offerings.

Bilingual/ESOL Education Department

A series of workshops on Effective Instructional Strategies, with a focus on English Learners, second language acquisition, and remote learning, is being rolled out for the current school year. Topics covered include: Connecticut English Language Proficiency Standards (CELP), Summarizing and Note-taking, Identifying Similarities and Differences, Non-linguistic Representations, Setting Objectives and Providing Feedback, Close Reading in the Content Areas, Depth of Knowledge (DOK) and Levels of English Proficiency

Spanish for Native Speakers *(Level 1 complete, Levels 2 and 3 in progress)*

Spanish speaking Bilingual students will be provided access to, and a deeper understanding of, ELA 9-12 Connecticut Core Standards through a Spanish Language Arts Curriculum. Students will build familiarity with standards, literature, and the mechanics and structure of academic writing. Using the Common Underlying Proficiency approach, which promotes cross-linguistic transfer, concepts learned in Spanish will then be applied in mainstream English classes, providing Bilingual students the opportunity for success.

Secondary NGSS Science Modifications and Accommodations *(In progress)*

Suggestions for differentiation based on students' levels of English proficiency are embedded into the curriculum, providing English Learners access to grade level Science content. Students will be empowered with the language needed to process and understand the content, perform required tasks and demonstrate what they have learned.¹⁴

Bilingual/ESOL Education Department

Newcomers Curriculum *(In progress)*

The linguistic, social, emotional and cultural needs of recently arrived English Learners will be addressed through coursework and performance tasks that are aligned with the Connecticut English Language Proficiency Standards, Connecticut Core Standards and National TESOL Standards. Students will develop foundational language skills, enabling all to understand, read, write and speak English for academic and social purposes.

Secondary ESL

During the 2020-2021 school year, EL Benchmarks are being implemented at the secondary level. ESL teachers meet weekly to review data, plan and share resources.

Seal of Biliteracy

In December 2020, Waterbury Public Schools began administration of assessments to students in grades 10th-12th. **As of May 4, 2021:**

- 83 students have successfully met the language requirement:
 - Albanian: 7
 - Bosnian: 1
 - French: 3
 - German: 1
 - Italian: 5
 - Portuguese: 6
 - Spanish: 60

Google Certified Educators

- ❖ In collaboration with Human Capital's Talent Office, the Academic Office has supported their work in bringing Google Certification to the district.
- ❖ Google Certification has been open to paraeducators, teachers, administrators and network technicians. Human Capital is currently working to expand to office staff.
- ❖ As of May 1, over 725 staff are Google Certified.

Program of Studies

- ❖ Completely revised Program of Studies aligned with current district offerings to ensure equitable access to courses across the district.



Parent Connection

- ❖ Parent/guardian website in development to provide parents with an overview of the curriculum by subject area as well as access to resources to support students.
- ❖ ELA Page
- ❖ Social Studies Page



Connecticut State Department of Education
Bureau of Health/Nutrition, Family
Services and Adult Education
Child Nutrition Programs
450 Columbus Boulevard, Suite 504
Hartford, CT 06103-1841

For state use only	
Effective date:	_____
Agreement numbers:	
School programs	_____
Child care centers	_____
Adult day care centers	_____
Day care homes	_____
Summer food service	_____

Authorized Signatures Change Form

Read the *Instructions for Completing the Authorized Signatures Change Form* before completing this form. Scan and e-mail the completed form to CNPermanentAgreement@ct.gov. Include “Authorized Signatures Change Form” in the subject line of the e-mail.

This is to certify that on _____, as shown in the minutes of _____ the following action was taken to revise the authorized signers of the **ED-099 Agreement for Child Nutrition Programs**.

- Signature 1:** The person designated below is authorized to sign this agreement and to sign claims for reimbursement.

_____ <i>Signature</i>	_____ <i>Printed name</i>
_____ <i>Title (superintendent of schools, mayor, selectman, president, chairperson of the board, pastor, or commissioner)</i>	_____ <i>Date</i>
_____ <i>E-mail</i>	_____ <i>Phone number</i>

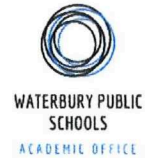
- Signature 2:** In the absence or incapacity of the first designated individual, the second person designated below is authorized to sign claims for reimbursement.

_____ <i>Signature</i>	_____ <i>Printed name</i>
_____ <i>Title (assistant superintendent, business official, principal, headmaster, city or town manager, executive director, or deputy commissioner)</i>	_____ <i>Date</i>
_____ <i>E-mail</i>	_____ <i>Phone number</i>

- Signature 3:** The signature below certifies the above action.

_____ <i>Signature</i>	_____ <i>Title (secretary of corporation, town clerk, secretary of the board)</i>
---------------------------	--

This form is available at https://portal.ct.gov/-/media/SDE/Nutrition/NSLP/Forms/Authorized_Signatures_Change_Form.pdf. This institution is an equal opportunity provider.



Memorandum

To: Board of Alderman

From: Darren Schwartz, Chief Academic Officer 

Date: April 22, 2021

Re: Waterbury Teaching Fellowship Program

The Education Department's Academic Office respectfully requests your approval of the Memorandum of Agreement (MOA) between the University of Connecticut NEAG School of Education and the Waterbury Public Schools in pursuit of the Waterbury Teaching Fellowship Program.

Under this contract, Waterbury Public Schools will collaborate with UConn to select up to 15 math and science teachers (the "Fellows") for engagement in the Waterbury Teaching Fellowship. The fellows will be chosen from a pool of applicants from all currently licensed secondary teachers in Waterbury Public Schools with two or more years of public school teaching experience. UConn will identify two faculty (one math; one science) to work with the City and the Fellows on professional learning opportunities as determined and agreed to by the City and UConn.

Professional Learning Opportunities. UConn faculty shall collaborate with City staff on the creation and facilitation of the professional learning opportunities for the Fellows. For the duration of the Term of this MOA, the Fellows will convene outside school hours and attend professional development where they will develop a shared understanding of high-quality instruction and learn about curricular innovations that have been shown to improve student outcomes (e.g., TRU framework; formative assessment lessons).

This includes the following:

- Yearly summer two-day institute; hosted at the UConn Waterbury campus (or virtually); co-facilitated by the City staff and participating UConn faculty.
- Monthly, 2-hour school meetings; hosted at the UConn Waterbury campus (pending availability); co-facilitated by City staff and participating UConn faculty.

Accordingly, attached for your review and consideration is the proposed contract. The Contract Term is for four years, ending on June 30, 2025 and is in the amount of \$5,000 per year. This contract is contingent upon approval by the Board of Education.

Lastly, please be advised that I will be present at your upcoming meeting to answer any question you may have regarding this matter.

MEMORANDUM OF AGREEMENT

between

The City of Waterbury/Waterbury Department of Education

and

University of Connecticut, Neag School of Education

for

Waterbury Teaching Fellowship

This Memorandum of Agreement (“MOA”), effective on the date signed by the Mayor (“Effective Date”), is by and between the City of Waterbury, the City of Waterbury Department of Education, 236 Grand Street, Waterbury, Connecticut (the "City") and the University of Connecticut, Neag School of Education (located at 249 Glenbrook Road, Storrs, Connecticut 06269 (the "UConn").

WHEREAS, the City administers a program known as the Waterbury Teaching Fellowship Program (the “Fellowship”); and

WHEREAS, the Fellowship provides professional development opportunities to certain secondary math and science teachers; and

WHEREAS, the City desires to collaborate with UConn to facilitate the Fellowship; and

WHEREAS, UConn desires to assist the City in facilitating the Fellowship.

NOW THEREFORE, the City and UConn agree as follows:

1. Term

The MOA shall commence on the Effective Date and, unless sooner terminated according to its terms, shall terminate on June 30, 2025 (the “Term”).

2. Purpose and Scope of Services to be Performed

The City will collaborate with UConn to select up to 15 math and science teachers (the “Fellows”) for engagement in the Waterbury Teaching Fellowship. The fellows will be chosen from a pool of applicants from all currently licensed secondary teachers in Waterbury Public Schools with two or more years of public school teaching experience. UConn will identify two faculty (one math; one science) to work with the City and the Fellows on professional learning opportunities as determined and agreed to by the City and UConn.

Selection of Fellows. UConn faculty will work with City staff to finalize the application process and screen potential fellows.

Professional Learning Opportunities. UConn faculty shall collaborate with City staff on the creation and facilitation of the professional learning opportunities for the Fellows. For

the duration of the Term of this MOA, the Fellows will convene outside school hours and attend professional development where they will develop a shared understanding of high-quality instruction and learn about curricular innovations that have been shown to improve student outcomes (e.g., TRU framework; formative assessment lessons). This includes the following:

- Yearly summer two-day institute; hosted at the UConn Waterbury campus (or virtually); co-facilitated by the City staff and participating UConn faculty.
- Monthly, 2-hour school meetings; hosted at the UConn Waterbury campus (pending availability); co-facilitated by City staff and participating UConn faculty.

3. Independent Contractor Relationship. The relationship between the City and UConn is that of independent contractor. No agent, employee, or servant of UConn shall be deemed to be an employee, agent or servant of the City. It is the express intention of the parties hereto, and UConn hereby agrees, that it and any and all third party(ies) and subcontractor(s) retained by UConn hereunder is/are not and shall not be deemed an employee of the City, 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 and UConn or between the City and any third party(ies) or subcontractor(s). Thus, UConn hereby agrees that it, and/or its employees, 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 UConn shall be solely and entirely responsible for its acts and the negligent acts of its agents, employees, and servants.

4. Publicity/Use of Name and Logo

Each party is authorized to acknowledge the existence of services covered by this MOA. However, any other use of the parties' names by the other promotionally or otherwise in connection with the parties' business or the subject matter of this MOA is prohibited without the prior written consent of the other party.

This MOA does not include a trademark license. Except as permitted by law for limited informational purposes, the parties each grant no rights to the other party to use any of its trademarks or service marks, for any purpose, without its prior and explicit written permission. Under no circumstances does either party grant the right to use its logos or signature in connection with the services that are the subject matter of this MOA or any related services.

5. Compensation & Payment

"The City shall pay to UConn the equivalent of one stipend per year (\$5,000) for the UConn faculty involved in the activities listed in #2. The distribution of the funds is at the discretion of UConn."

6. Termination

6.1 Either party may terminate this MOA for any reason, at any time upon a thirty-day (30) written notice to the other party,

6.2. Termination for Non-Appropriation or Lack of Funding.

UConn acknowledges that the City is a municipal corporation and that this MOA is subject to the appropriation and disbursement of funds by the City sufficient for this MOA for each budget year in which this MOA is in effect. UConn therefore agrees that the City shall have the right to terminate this MOA in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this MOA are not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this MOA 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, UConn hereby agrees that the City shall have the right to terminate this MOA in whole or in part without penalty to the City.

6.2.1. Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this MOA are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this MOA 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 UConn.

6.2.2. Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay UConn for the agreed to level of the products, services and functions to be provided by UConn under this MOA are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to UConn, 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 MOA 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 MOA.

6.2.3. No Payment for Lost Profits. In no event shall the City be obligated to payor otherwise compensate UConn for any lost or expected future profits.

7. 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 this MOA, shall have any personal interest, direct or indirect, in this MOA.

8. Prohibition Against Gratuities and Kickbacks

8.1 No person shall 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.

8.2 No person shall make any payment, gratuity, or offer of employment 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 contract or purchase order to the City.

8.3 Upon 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 thereunder, 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.

8.4 The value of anything transferred or received in violation of the provisions of Chapter 39, City of Waterbury, Connecticut Code of Ordinances or regulations promulgated hereunder by any person subject to said Chapter may be recovered by the City.

9. Prohibition Against Contingency Fees

UConn 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.

10. Discriminatory Practices

In performing this MOA, neither party 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. 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.

10.1 Discrimination Because of Certain Labor Matters. No person employed on the work covered by this MOA 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. State of Connecticut Terms

12.1 Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5), 10a-151a, and/or 10a-151b, provide UConn with authority to enter into contracts in the pursuit of its mission.

12.2 Claims Against the State. The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

12.3 Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

12.4 Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

12. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: University of Connecticut
Attn: Dean of NEAG School of Education
249 Glenbrook Road
Storrs, Connecticut 06269-3064

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer

236 Grand Street
Waterbury, CT 06702

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

14.1 Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

14.2 war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

14.3 acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

14.4 strikes and labor disputes; and

14.5 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 Agreement impossible.

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

14. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.
15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this agreement 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 agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
16. Certification & Signatures

By fixing their signatures hereto, the parties agree to the foregoing. This MOA may be countersigned by parties and signatures in counterparts and all counterparts, taken together, shall be one MOA and shall be fully enforceable.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Signature

By: Neil M. O'Leary, Mayor

Print Name

WATERBURY DEPARTMENT
OF EDUCATION

Signature

By: Verna D. Ruffin
Superintendent of Schools

Print Name

Date: _____

UNIVERSITY OF CONNECTICUT

Signature

By:

Print Name

Its: _____

Date: _____



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

May 4, 2021

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Carl D. Perkins Career and Technical Education Secondary Supplemental Enhancement Grant 2021 [CSDE]

Dear President Pagano and Education Commissioners:

The Connecticut State Department of Education has announced a new Perkins supplemental grant opportunity. This is a competitive grant, not an entitlement. The RFP for this grant was released today (5/4/21), and the application deadline is May 21, 2021.

To be eligible to apply, Waterbury must have at least 40 percent, unduplicated CTE enrollment for the 2020-2021 school year. In previous years, Waterbury met that criteria; district staff are working now on confirming that the district meets that criteria this year too.

Eligible districts may apply for up to \$50,000. No matching funds are required. Further details of this grant opportunity are described in my Grant Highlights document attached hereto.

I respectfully request your permission to apply for the Perkins Supplemental Enhancement grant. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Dr. Janice Epperson
Darren Schwartz
Michael Merati

**Connecticut State Department of Education
Carl D. Perkins Career and Technical Education Secondary
Supplemental Enhancement Grant 2021
Louise Allen Brown, WPS Grant Writer
May 5, 2021**

Grant Highlights

Name of Grant: Career and Technical Education Secondary Supplemental Enhancement Grant

Purpose of Grant:

"The supplemental enhancement concept was created to assist Perkins V secondary recipients in offering programs, practices, and strategies that prepare individuals for nontraditional fields and/or promote the development, implementation, and adoption of programs of study or career pathways aligned with State-identified high-skill, high-wage, or in-demand occupations or industries." [RFP, p. 1]

Grant Deadline: May 21, 2021

Grant Period: Funds must be encumbered by June 30, 2021.

Award amount: Minimum of \$25,000 to Maximum of \$50,000

Cost Sharing or Matching: none [although sustaining the project post grant period is required.]

Eligible Applicants:

"Only those districts having received Perkins V funds during the 2020–2021 school year may apply for the Career and Technical Education Secondary Supplemental Enhancement Grant. Eligible participants must reside in a rural area* or have a high percentage and high number of career and technical students (at least 40 percent, unduplicated CTE enrollment for the 2020-2021 school year)." [RFP, p. 2]

Note--District staff are confirming the percentage of 2020-21 CTE students in the district in order to confirm with certainty that the district is an eligible applicant. The percentage has exceeded 40% in recent previous years.

Grant Requirements:

Further, "This is a competitive grant and is not an entitlement. The following also must be met in order for a district to be eligible to apply for funding:

- size, scope and quality consistent with the approved local five-year Perkins Secondary Plan must be adhered to and administered under all projects funded by the Supplemental Enhancement Grant;
- programs are taught by certified CTE teachers or are interdisciplinary/team curriculum projects involving both CTE and academic certified staff; and
- career pathway(s) must be established or improved in on or more of the following career clusters:

- Agriculture, Food and Natural Resources;
- Architecture and Construction;
- Business Management and Administration;
- Education and Training;
- Finance;
- Health Science;
- Hospitality and Tourism;
- Information Technology;
- Manufacturing;
- Marketing;
- Science, Technology, Engineering and Mathematics (STEM); and
- Transportation, Distribution, and Logistics.

[RFP, pp. 2-3]

Waterbury Proposal:

WPS proposes to invest grant funds, if awarded, in digital curricula for the following new 2021-2022 courses: Drone Operator Prep, Drone Technology, Engineering Milestones, Engineering Design, Software Development 1 and 2. These courses are directly aligned with Perkins V requirements of creating opportunities for students to engage in courses that prepare them for high wage, high demand, and high skill careers.

The curricula to be purchased will include courseware, ebooks, teacher guides, student handouts, student templates, assessment and rubrics (as allowed by Perkins V). These digital curricula are aligned with CCSS, NGSS, ISTE, and computer science standards. With these curricula, students will have opportunities to learn through activities that simulate real world experiences, and that are designed to facilitate students' building critical thinking and problem solving skills.

The grant budget is estimated at \$50,000. Minor budget adjustments may be necessary. No matching funds are required, although the district's sustaining the project after the grant period is expected.



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

May 3, 2021

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: School Security Competitive Grant Program – Round 5 (FY2021)

Dear President Pagano and Board of Education Commissioners:

The Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, is accepting applications for a fifth round of competitive grants from the above-named grant program. The purpose of the grant is to provide funds to improve security infrastructure in schools. This grant is offered by the State as a reimbursement basis grant; and grant funds would cover 79.79% of the project costs, with a required local match of 20.21%. Additional information about this grant program follows in my Grants Highlights document.

Will Zhuta, IT Supervisor, in collaboration with the new Security and School Safety Coordinator Daniel Barry, has developed projects for Round 5 of the Security Grant for seven (7) schools. While the district's Round 5 request has not yet been finalized, it is expected to include security improvements at various schools, such as: surveillance cameras installation and monitoring, and door access improvements.

CFO Doreen Biolo has confirmed that the district could provide the local match required if the proposed Waterbury Round 5 projects were awarded. The total estimated cost for the proposed Round 5 projects is \$1,105,504.28. Based on that total cost, the amount of the grant request is estimated at this time to be \$882,081.87 (79.79%); and the local match is estimated at \$223,422.42 (20.21%).

The deadline for proposals is June 15, 2021. I respectfully request your approval to apply for this competitive grant.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Will Zhuta
Daniel Barry

School Security Competitive Grant Program, Round 5 (2021)
CT Dept. of Emergency Services & Public Protection
Div. of Emergency Management & Homeland Security
Louise Allen Brown – April 30, 2021

Grant Highlights

Purpose of Grant:

The purpose of this competitive grant is to provide funds to improve security infrastructure in schools.

Eligible Applicants:

Local School Districts, Regional Educational Service Centers, State Charter Schools, Technical High Schools, Incorporated or Endowed High Schools or Academies approved by SDE.

Reimbursement Grant ONLY:

The applicant must purchase the approved items using its own procurement and bidding processes, and submit a request for reimbursement to this State grant program. The applicant will be reimbursed at the reimbursement rate determined by the State. Waterbury's current reimbursement rate is 79.79%.

Funding Priority:

"...first priority shall be given to applicants on behalf of schools that have no security infrastructure at the time of the assessment (Safe Schools Checklist). Applicants that have not received funding under previous Rounds of the School Security Grant Program SSGP will be given priority over applicants that have received funding."

Grant Period: January 1, 2013 to Sept. 30, 2021. Round 5 projects must be completed by 9/30/23.

Match Funds Required:

Local school districts must contribute a percentage of the grant budget equal to the difference between the district's reimbursement rate and 100% of the project costs. With Waterbury's reimbursement rate at 79.29%, the matching funds required will be 20.71% of the total project costs.

Program Funds:

Ninety percent of funds will be awarded to eligible public school applicants. Ten percent of funds available will be awarded to eligible non-public schools.

Allowable Project Expenses:

Personnel costs are not allowed. Examples of allowable expenses include, but are not limited to, the following security infrastructure improvements:

- Portable entrance security devices, including metal detector wands, screening machines and related items
- Interior surveillance cameras (systems that do not tie in to law enforcement or their call centers)
- Exterior surveillance cameras (systems that do not tie in to law enforcement or their call centers)
- Ballistic glass
- Penetration resistant window film
- Solid Core doors
- Computer controlled locks
- Entry door buzzer systems
- Scan Card-Access Control System
- Panic Alarms (system that does not tie in to law enforcement or their call centers)
- Radios (for internal school use)
- Fencing (6' or higher)
- Security Lighting
- Bollards
- Other items (please email to confirm "allowability")

Required at Time of Application:

For each school for which funds are requested, a Safe Schools Checklist (a portion of the NCEF Safe Schools Facilities Checklist) is required at the time of application. Current Checklists are required for Round 5. The WPS Security & School Safety Coordinator is working with a Waterbury Police Department representative to complete the checklists for the schools to be included in the Round 5 applications.

Prior to Receiving Reimbursement:

Prior to receiving reimbursement from the State for grant expenses, each grant awardee's town (city) must have an active Plan of Conservation and Development (POCD). Additionally, if awarded, the *full* NCEF Checklist must be completed with the assistance of law enforcement prior to final reimbursement, the Schools Safety and Security Plan sign off form must be completed and signed, and a copy of the School Safety and Security Plan must be submitted prior to final reimbursement. District staff would be responsible for meeting these requirements prior to State reimbursement for project costs at 79.79%.

Waterbury Proposal

Waterbury will seek competitive grant funds for security improvements at seven schools. Surveillance cameras installation and monitoring, as well as door access systems will comprise the projects. Minor revisions and/or additions to the projects to be proposed may yet be necessary.

Memorandum

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: April 29, 2021

Re: **Board of Education Approval Request / Executive Summary** – Professional Services Agreement for Notifier Fire Alarm Systems between the City of Waterbury and Integrated Technical Systems, Inc.

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 70,855 for Notifier Alarm Systems between the City of Waterbury and Integrated Technical Systems, Inc.

This contract was initiated under the Sole Source Procurement. Integrated Technical Systems is the only source that can provide the Notifier/Premier equipment which is the fire alarm panel used in all Waterbury Schools. The funding source for this project is State of CT (Alliance Bond).

Under this contract, the Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. The Project consists of and ITS shall provide for the overall furnishing and installation of Notifier Fire Alarm Systems at the following Waterbury Public School ("WPS") locations: Bucks Hill Elementary School located at 330 Bucks Hill Road, Bunker Hill Elementary School located at 170 Bunker Hill Avenue, Driggs Elementary School located at 77 Woodlawn Terrace, Generali Elementary School located at 3196 East Main Street, B. W. Tinker Elementary School located at 809 Highland Avenue, and Washington Elementary School located at 685 Baldwin Street. Furthermore, ITS shall provide a Notifier trained technician to complete the services and work required herein, including, but not limited to: removal of existing fire alarm panels, the installation of new panels, completing system programming, change of end of line resistors, device testing, and providing the required documentation for all work performed.

Contractor shall also provide a one-year warranty and service for parts and labor from the date of Substantial Completion

The Contractor shall Substantially Complete all work and services required under this Contract within Sixty (60) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Seventy Five (75) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Thank you.

Chris Harmon
Attachment

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

PROFESSIONAL SERVICES AGREEMENT

**for
Notifier Fire Alarm Systems
between
The City of Waterbury, Connecticut
and
Integrated Technical Systems, Inc.**

THIS AGREEMENT ("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 Integrated Technical Systems, Inc. (the "Contractor" or "ITS"), located at 8 Capital Drive, Wallingford, CT 06482, a State of Connecticut, duly registered corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, the City desires to have the fire alarm systems at six (6) Waterbury Public Schools replaced with new Notifier Alarm Systems; and

WHEREAS, Integrated Technical Systems, Inc. desires to provide the City with a new Notifier Fire Alarm System; and

WHEREAS, the City desires to have ITS provide services for the furnishing and installation of the new Notifier Alarm Systems at the six Waterbury Public Schools pursuant to the terms, conditions and provisions set forth in this Agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and ITS shall provide for the overall furnishing and installation of Notifier Fire Alarm Systems at the following Waterbury Public School ("WPS") locations: Bucks Hill Elementary School located at 330 Bucks Hill Road, Bunker Hill Elementary School located at 170 Bunker Hill Avenue, Driggs Elementary School located at 77 Woodlawn Terrace, Generali Elementary School located at 3196 East Main Street, B. W. Tinker Elementary School located at 809 Highland Avenue, and Washington Elementary School located at 685 Baldwin Street. Furthermore, ITS shall provide a Notifier trained technician to complete the services and work required herein, including, but not limited to: removal of exiting fire alarm

panels, the installation of new panels, completing system programming, change of end of line resistors, device testing, and providing the required documentation for all work performed. Contractor shall also provide a one-year warranty and service for parts and labor from the date of Substantial Completion; all servicing is agreed to be provided within ITS's normal business hours. ITS shall provide for the removal and disposal of any removed/replaced equipment and shall overall provide all the equipment, labor, services, materials, reports, plans, specifications and documentation to complete the Project as detailed and described in **Attachment A** and as are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bucks Hill School dated October 12, 2020, consisting of 1 page, attached hereto;
- 1.1.2 Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bunker Hill School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.3 Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Driggs School dated October 12, 2020, consisting of 1 page, attached hereto;
- 1.1.4 Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Margaret Generali School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.5 Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Tinker School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.6 Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Washington School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.7 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 1.1.8 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 1.1.9 Certificates of Insurance, incorporated by reference;
- 1.1.10 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and

1.1.11 All licenses, incorporated by reference.

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

1.2.1 This Agreement

1.2.2 ITS's NOTIFIER FIRE ALARM SYSTEM PROPOSAL(S) for the above-listed six (6) WPS locations

1.2.3 Federal, State, and local laws, regulations, charter and ordinances

2. Contractor Representations Regarding Qualification and Accreditation. Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. ITS 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. ITS 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 ITS 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. ITS hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that ITS and/or its employees be licensed, certified, registered, or otherwise qualified, ITS and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, ITS shall provide to the City a copy of ITS's licenses, certifications, registrations, etc.

3. Responsibilities of ITS. All data, information, etc. given by the City to ITS and/or created by ITS shall be treated by ITS 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. ITS 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 an ITS disclosure is required to comply with statute, regulation, or court order, ITS shall provide prior advance written notice to the City of the need

for such disclosure. ITS agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent ITS is required to be on City property to render its services hereunder, ITS shall have access to such areas of City property as the City and ITS agree are necessary for the performance of ITS's services under this Contract (the "Site(s)," "Premise(s)," or "Location(s)") and at such times as the City and ITS may mutually agree. ITS 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. ITS 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 ITS, City may, but shall not be required to, correct same at ITS's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.1. 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 ITS is required to be on City property to render its services hereunder, ITS shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by ITS, 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 ITS.

3.4. Publicity. ITS agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. ITS's Employees. ITS 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. ITS understands and will comply, that in the event the City has a concern regarding the safety, health, or injury to any student or person, or risk of damage to property, the City, in its sole discretion reserves the right to have any ITS employee, agent, or any of its subcontractors' employees working in City schools or on City property immediately removed from City Property and request that employee not be assigned to any on-site work for the duration of the project and ITS shall comply with such request.

3.6.1 Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who may have direct contact with students have 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 employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

3.7. Due Diligence Obligation. ITS 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. ITS hereby warrants and represents that prior to the submission of its proposal and execution of this Agreement, 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 ITS to complete Due Diligence prior to submission of its proposal shall be borne by ITS. Furthermore ITS had the opportunity during the proposal process and prior to execution of this Agreement 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 ITS, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with ITS.

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 ITS has discovered in the Contract Documents; and

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

3.8. Reporting Requirement. ITS shall deliver periodic, monthly, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by ITS and/or delivered by ITS 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)** ITS's declaration as to whether the entirety of ITS'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 the ITS designated project manager.

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **Sixty (60) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **Seventy Five (75) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Within one week of the City's issuance of its written Notice to Proceed, and prior to commencement of any work on the Project, the Contractor shall submit for the City's written approval an anticipated progress schedule. The Parties shall coordinate to schedule the work to be performed at each WPS location listed herein within the Contract Time.

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

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

6.1. Fee Schedule. The fee payable to ITS shall not exceed **Seventy Thousand Eight Hundred Fifty Five Dollars and Zero Cents (\$70,855.00)** for the entire term of this Contract and shall be in accordance with ITS's Notifier Fire Alarm System Proposals as included and further detailed in Attachment A Contract Documents and summarized below:

6.1.1	Bucks Hill Elementary School	\$11,780.00
6.1.2	Bunker Hill Elementary School	\$10,300.00
6.1.3	Driggs Elementary School	\$16,325.00
6.1.4	Generali Elementary School	\$12,970.00
6.1.5	B.W. Tinker Elementary School	\$9,690.00
6.1.6	Washington Elementary School	<u>\$9,790.00</u>
CONTRACT TOTAL:		\$70,855.00

6.2. Limitation of Payment. Compensation payable to ITS is limited to those fees set forth in Section 6.1 above. The Parties understand payment is limited to the State Alliance Bond Grant funding available for this Contract and the Parties must abide by any all applicable grant terms and conditions. Such compensation shall be paid by the

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

6.3. Review of Work. ITS shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. ITS 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 ITS's demand for payment. The City shall not certify fees for payment to ITS until the City has determined that ITS has completed the work in accordance with the requirements of this Contract.

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

6.5. Payment for Services, Materials, Employees. ITS 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. ITS 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, ITS 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 ITS, 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 ITS has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but ITS 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, ITS 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 ITS for that item. ITS and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including 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 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 Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

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

9. Contractor's Insurance.

9.1. ITS shall not commence work under this Contract until all insurance required under this Section 9, or as otherwise approved in writing by the City's Finance Department/Risk Management, has been obtained by ITS and such insurance has been approved by the City. ITS 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, ITS 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 ITS's obligation under this Contract, whether such obligations are ITS's or subcontractor or person or entity directly or indirectly employed by said ITS or subcontractor, or by any person or entity for whose acts said ITS or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 products/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) each accident

Any auto, all owned and hired autos

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

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut.

Employers' Liability:

\$500,000.00 EL each accident

\$500,000.00 EL disease each employee

\$500,000.00 EL disease policy limit

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

Providing coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each wrongful act

\$1,000,000.00 aggregate

Providing professional liability (also known as, errors and omissions) insurance providing coverage to Contractor.

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from ITS 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: ITS's General and Automobile Liability Insurance policies shall be endorsed to add the City and Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under ITS'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 ITS executes this Contract, it shall

furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builder’s Risk and Professional Liability.”** The City's request for proposal number must be shown on the certificate of insurance. ITS 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.

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, ITS 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 ITS 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. ITS is responsible for applying for and submitting any applications and forms necessary for applicable permits and licenses and cooperating with the appropriate departments regarding the same, including, but not limited to the Fire Marshall’s office. Permit fees for this Project are waived under City of Waterbury Ordinance Section 110.12. Permits and licenses necessary for the delivery and completion of ITS’s work and services shall be secured in advance. ITS 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 ITS for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. ITS remains liable, however, for any applicable tax obligations it incurs. Moreover, ITS represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

10.3.2 ITS 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, ITS 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, gender identity or expression, 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, ITS shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, veteran status, national origin or citizenship status, age, disability or handicap. ITS 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. This Section Left Intentionally Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of ITS, ITS shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if ITS 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 ITS of such termination and specifying the effective date thereof, at least two weeks 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 ITS under this Contract shall, at the option of the City, become the City's property, and ITS shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract for Convenience, with 30 days' written notice to ITS, after two (2) years of Execution of this Contract by the Mayor. If this Contract is terminated by the City as provided herein, ITS 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 ITS covered by this Contract, less payments of compensation previously made.

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

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 ITS.

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

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, ITS shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, ITS shall transfer all licenses to the City which ITS is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate ITS for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. ITS 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 ITS for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and ITS 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). ITS 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 ITS may negotiate a mutually acceptable payment to ITS 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 ITS. ITS may, by written notice to the City, terminate this Contract if the City materially breaches, provided that ITS 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, ITS will be compensated by the City for work performed prior to such termination date and ITS 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) ITS 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 ITS 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/Technical Services. The City acknowledges ITS's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional/Technical Services. Nevertheless, the final Instruments of Professional/Technical Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City

upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. 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 either Party's control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. 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 use their best efforts to meet their obligations set forth in Section 5 of this Contract.

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

17. Assignability. ITS 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 ITS 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 ITS'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, ITS 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. ITS 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 ITS, by someone under the care and/or control of ITS, by any subcontractor of ITS, or by any shipper or delivery service. ITS 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, ITS 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 ITS. ITS 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. ITS 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 ITS.

22. Independent Contractor Relationship. The relationship between the City and ITS is that of client and independent contractor. No agent, employee, or servant of ITS shall be deemed to be an employee, agent or servant of the City. ITS 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 ITS hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by ITS 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 ITS or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, ITS 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 ITS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and ITS 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) ITS's Proposals included in Attachment A, (ii) any applicable and/or relevant correspondence between the Parties; and (iii) any applicable and/or relevant documents pertaining to the grant funding.

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. ITS 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, ITS shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and ITS 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 therefrom 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 ITS, 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:

ITS: Integrated Technical Solutions, Inc.
Eight Capital Drive
Wallingford, Connecticut 06492

City: City of Waterbury, Dept. of Education
C/o School Inspector's Office
236 Grand Street, 3rd floor
Waterbury, CT 06702

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

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime ITS 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 ITS or a higher tier subcontractor in connection with the award of a subcontract or order there

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

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

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

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

32.9. ITS 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. ITS 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/default.aspx> [click link titled "The

City of Waterbury Code of Ordinances *Current to 12/31/2019*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics and Conflicts of Interest"]].

32.11. ITS 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. ITS 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 ITS 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 ITS records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows.]

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print Name: _____

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print Name: _____

Date: _____

WITNESSES:

**INTEGRATED TECHNICAL SOLUTIONS,
INC.**

Sign: Stacey Kuilan

Print Name: Stacey Kuilan

By: [Signature]

Print Name: Michael Salamone

Its: President

(Title)

Sign: [Signature]

Print Name: Larry Foster

Date: April 27, 2021

ATTACHMENT A

1. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bucks Hill School dated October 12, 2020, consisting of 1 page, attached hereto;
2. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bunker Hill School dated October 15, 2020, consisting of 1 page, attached hereto;
3. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Driggs School dated October 12, 2020, consisting of 1 page, attached hereto;
4. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Margaret Generali School dated October 15, 2020, consisting of 1 page, attached hereto;
5. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Tinker School dated October 15, 2020, consisting of 1 page, attached hereto;
6. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Washington School dated October 15, 2020, consisting of 1 page, attached hereto;
7. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
8. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
9. Certificates of Insurance, incorporated by reference;
10. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
11. All licenses, incorporated by reference.



October 12, 2020

**-BUCKSHILL SCHOOL-
Waterbury, Connecticut**

**NOTIFIER FIRE ALARM
SYSTEM PROPOSAL**

I-T-S will provide the following **Notifier** equipment:

- 1 320 Intelligent Fire Control Panel with Batteries
- 2 Batteries, 18 amp hour
- 1 New Cabinet Replacing Main FACP & Recall Panel
- 5 6 Zone Monitoring Card
- 1 Single Zone Monitor Module
- 1 Back Box for above
- 1 Remote "NAC" Power Supply Panel
- 2 Batteries for above 7 amp hour
- *the above power supply panel replaces the older Notifier Addressable panel in the Portable Classrooms, these intelligent devices will be tied directly into the new panel. This way there is only one Fire Alarm Panel in the facility.
- 1 Relay Module – Remote Voice Panel Turn On
- 4 Addressable Smoke Detectors replacing Recall Detectors
- 3 Addressable Relay Control Modules-Recall Control

including the labor by a **Notifier** trained technician to complete system programming, change end of line resistors, device testing, and complete the required documentation for the investment of:

\$11,780.00

Warranty: One year parts and labor from date of substantial completion (service provided during normal business hours).

This quotation includes all current tariffs at this time and is subject to applicable taxes. This quotation is valid for 30 days.

Alec Karacsonyi

X7000D-updated



October 15, 2020

**-BUNKER HILL SCHOOL-
Waterbury, Connecticut**

**NOTIFIER FIRE ALARM
SYSTEM PROPOSAL**

I-T-S will provide the following **Notifier** equipment:

- 1 640 Intelligent Fire Control Panel
- 2 Batteries, 18 amp hour
- 1 New "C" Cabinet Replacing Main FACP
- 2 6 Zone Monitoring Card

including the labor by a **Notifier** trained technician to complete removal of existing panel, above new panel installation, new system programming, change end of line resistors, device testing, and complete the required documentation for the investment of:

\$10,300.00

Warranty: One year parts and labor from date of substantial completion (service provided during normal business hours).

This quotation includes all current tariffs at this time and is subject to applicable taxes. This quotation is valid for 30 days.

Alec Karacsonyi

X7849



October 15, 2020

**-DRIGGS SCHOOL-
Waterbury, Connecticut**

**NOTIFIER FIRE ALARM
SYSTEM PROPOSAL**

Note: Existing-This is an extremely old existing Fire Alarm Panel. A new **Notifier** "NAC" Power Supply Panel; has been added to the system. No remote indication/annunciator.

Design Ideas: *I-T-S* can provide a new **NFS2-640** panel in the existing panel location and a remote annunciator in the main entrance hall (point of First Responders). At that old panel location, we can monitor the 7 zones with addressable card points and provide a module to activate the existing **Notifier** "NAC" Panel (because the power supply is a **Notifier** product, it is fully compatible with the proposed Fire Alarm Panel). This would provide both a new panel and viewing with control at the point on entry.

I-T-S will provide the following **Notifier** equipment:

- 1 640 Intelligent Fire Control Panel
- 2 Batteries, 18 amp hour
- 1 "B" Cabinet with Hardware
- 1 FDU80 Remote Annunciator with surface mounting hardware
- 2 6 Zone Monitoring Card

including the labor by a **Notifier** trained technician(s) to complete system upgrade installing above equipment, new programming, change end of line resistors, device testing, and complete the required documentation for the investment of:

\$16,325.00

Warranty: One year parts and labor from date of substantial completion (service provided during normal business hours).

This quotation includes all current tariffs at this time and is subject to applicable taxes. This quotation is valid for 30 days.

Alec Karacsonyi

X7016A



October 15, 2020

**-MARGARET GENERALI SCHOOL-
Waterbury, Connecticut**

**NOTIFIER FIRE ALARM
SYSTEM PROPOSAL**

I-T-S will provide the following **Notifier** equipment:

- 1 640 Intelligent Fire Control Panel
- 2 Batteries, 18 amp hour
- 1 New "C" Cabinet Replacing Main FACP
- 3 6 Zone Monitoring Card
- 1 6 Point NAC Circuit Control Card
- 1 Local Panel NAC Power Supply (replaces Simplex NAC Panel)
- 1 Addressable Relay Point, replaces existing
- 1 FCPS "NAC" Panel, replaces panel in Café Storage Closet

including the labor by a **Notifier** trained technician to complete removal of existing panel, above new panel installation, new system programming, change end of line resistors, device testing, and complete the required documentation for the investment of:

\$12,970.00

Warranty: One year parts and labor from date of substantial completion (service provided during normal business hours).

This quotation includes all current tariffs at this time and is subject to applicable taxes. This quotation is valid for 30 days.

Alec Karacsonyi

X7851



October 15, 2020

**-TINKER SCHOOL-
Waterbury, Connecticut**

**NOTIFIER FIRE ALARM
SYSTEM PROPOSAL**

I-T-S will provide the following **Notifier** equipment:

- 1 640 Intelligent Fire Control Panel
- 2 Batteries, 18 amp hour
- 1 New "C" Cabinet Replacing Main FACP
- 1 6 Zone Monitoring Card

including the labor by a **Notifier** trained technician to complete removal of existing panel, above new panel installation, new system programming, change end of line resistors, device testing, and complete the required documentation for the investment of:

\$9,690.00

Warranty: One year parts and labor from date of substantial completion (service provided during normal business hours).

This quotation includes all current tariffs at this time and is subject to applicable taxes. This quotation is valid for 30 days.

Alec Karacsonyi

X7852



October 15, 2020

**-WASHINGTON SCHOOL-
Waterbury, Connecticut**

**NOTIFIER FIRE ALARM
SYSTEM PROPOSAL**

I-T-S will provide the following **Notifier** equipment:

- 1 640 Intelligent Fire Control Panel
- 2 Batteries, 18 amp hour
- 1 New "C" Cabinet Replacing Main FACP
- 1 6 Zone Monitoring Card
- 1 Addressable Relay Module

including the labor by a **Notifier** trained technician to complete removal of existing panel, above new panel installation, new system programming, change end of line resistors, device testing, and complete the required documentation for the investment of:

\$9,790.00

Warranty: One year parts and labor from date of substantial completion (service provided during normal business hours).

This quotation includes all current tariffs at this time and is subject to applicable taxes. This quotation is valid for 30 days.

Alec Karacsonyi

X7853

Memorandum

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: April 29, 2021

Re: **Board of Education Approval Request / Executive Summary** – Construction Contract for Horizontal Hung Steam Coil Blower Air Handler Replacement between City of Waterbury and F.J. Fahy & Sons Incorporated

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 121,000 for Horizontal Hung Steam Coil Blower Air Handler Replacement between the City of Waterbury and M.J. Fahy & Sons Incorporated.

This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.

The contract may be subject to non-substantial changes to be approved by corporation counsel.

This contract was initiated under the Request for Proposal process (RFP #6887).

The funding source for this project is State of CT (Alliance Bond).

The Project consists of Replacement of Horizontal Hung Steam Coil Blower Air Handlers at Sprague Elementary School located at 1443 Thomaston Avenue, including the demolition, removal, and proper disposal of the four (4) existing air handlers, steam control valve, and steam traps; providing, assembling and installing/hang four (4) new air handlers (MagicAire model HB series) units with steam coil, filter section, and mixing box with dampers; providing for all necessary electrical hook ups, reconnections, piping, ancillary equipment, insulation, etc.; and start up and adjustment of equipment operation per Manufacturer's instructions. Contractor shall provide overall turn-key operation to replace the existing four (4) Nesbit Steam Coil Blower Air Handlers (Serial No. LP25) in the gymnasium of Sprague School; the unit steam valves are controlled by Honeywell Pneumatic connected to a Pneumatic thermostat, the units to be replaced also have outside air dampers connected to a mixing box in the unit itself; and the space temperature is monitored by Automatic Logics Building management systems.

The Contractor shall Substantially Complete all work and services required under this Contract within Sixty (60) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Ninety (90) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Chris Harmon
Attachment

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

CONTRACT
for
Horizontal Hung Steam Coil Blower Air Handler Replacement
RFP No. 6887
between
City of Waterbury
and
M.J. Fahy & Sons Incorporated

THIS CONTRACT (“Contract” or Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and M.J. FAHY & SONS INCORPORATED (“Contractor” or “M.J. Fahy”), located at 20 Judd Street, Waterbury, Connecticut 06702, 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 in response to Request for Proposal (“RFP”) Number 6887 for Horizontal Hung Stream Coil Blower Air Handler Replacement (“Air Handler Replacement”) at Sprague Elementary School ; and,

WHEREAS, the City has selected Contractor to perform services regarding RFP Number 6887; and

WHEREAS, the City desires to obtain the Contractor's services for Air Handler Replacement pursuant to the terms set forth in this Contract (the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of Replacement of Horizontal Hung Steam Coil Blower Air Handlers at Sprague Elementary School located at 1443 Thomaston Avenue, including the demolition, removal, and proper disposal of the four (4) existing air handlers, steam control valve, and steam traps; providing, assembling and installing/hang four (4) new air handlers (MagicAire model HB series) units with steam coil, filter section, and mixing box with dampers; providing for all necessary electrical hook ups, reconnections, piping, ancillary equipment, insulation, etc.; and start up and adjustment of equipment operation per Manufacturer’s instructions. Contractor shall provide overall turn-key operation to replace the existing four (4) Nesbit Steam Coil Blower Air Handlers (Serial No. LP25) in the

gymnasium of Sprague School; the unit steam valves are controlled by Honeywell Pneumatic connected to a Pneumatic thermostat, the units to be replaced also have outside air dampers connected to a mixing box in the unit itself; and the space temperature is monitored by Automatic Logics Building management systems. Contractor shall provide all services necessary to complete the Project as stated herein and detailed and described in the Proposal 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 of Waterbury RFP No. 6887, including its attachment F "Scope of Services, General Description, Technical Specifications," consisting of 9 pages (excluding RFP attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
 - 1.1.2 Contractor's Revised Proposal, dated April 14, 2021 consisting of 4 pages (excluding "MagicAire HB Series, Belt Drive Horizontal Chilled Water & Direct Expansion Blower Coil Units" document submitted with proposal dated 6/9/08; incorporated by reference), attached hereto;
 - 1.1.3 Contractor's Response to RFP No. 6887, dated March 31, 2021, incorporated by reference;
 - 1.1.4 Contractor's Certificate(s) of Insurance, attached hereto (or otherwise incorporated by reference);
 - 1.1.5 Contractor's Performance Bond and Payment Bond, attached hereto (or otherwise incorporated by reference);
 - 1.1.6 State Wage Rate Documentation, attached hereto;
 - 1.1.7 Any and all applicable Commission on Human Rights and Opportunities compliance documentation, incorporated by reference;
 - 1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
 - 1.1.9 All Permits and Licenses, incorporated by reference; and
 - 1.1.10 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 Federal, State, and local laws, regulations, charter and ordinances
 - 1.2.2 Contract Amendment(s) and Change Order
 - 1.2.3 Contract
 - 1.2.4 RFP Number 6887, including Scope of Services (attachment F thereto)
 - 1.2.5 Contractor's Revised Proposal

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

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

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

2.3 Background Checks. If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

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

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

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its 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 solicitation process to ask questions it saw fit and to review the responses from the City;

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for RFP Number 6887 (collectively "Proposal Documents");

3.1.7 it 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 Project;

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

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

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

3.2 Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at

Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

- 3.3 Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.
- 3.4 Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.
- 3.5 Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.
- 3.6 Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- 3.7 Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.
- 3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.
- 3.8 Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written

approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.8.1 Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who may have direct contact with students have 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 employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

- 3.9 Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.
- 3.10 Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.
- 3.11 Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.
- 3.12 Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under

conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

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

3.14 Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **Sixty (60) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **Ninety (90) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1 Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule which shall generally comport with Contractor's preliminary schedule of work provided in its Revised Proposal, attached hereto as Attachment A. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2 Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Dates. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Dates are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

- 6.1 Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **One Hundred Twenty-One Thousand Dollars (\$121,00.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Proposal Price set forth in **Attachment A's** Contractor's Revised "Proposal" dated April 14, 2021.
- 6.2 Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage Five Percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.
- 6.3 Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.
- 6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.
- 6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.
- 6.4 Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP Number 6887 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.
- 6.5 Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

- 6.6 Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- 6.7 Contractor's Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.
- 6.8 Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.
- 6.9 Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:
- 6.9.1** submit Applications for Payment in accordance with the following:
- 6.9.1.1** The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.
- 6.9.2** Progress and Final Payments
- 6.9.2.1** The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to

Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

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

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

8. Passing of Title and Risk of Loss.

- 8.1** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- 8.2** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- 8.3** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

- 9.1** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that

any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 9.2** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 9.3** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.
- 9.4** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- 9.5** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.
- 9.6** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

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

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 each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

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

11.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL) Combined Single Limit Each
Accident

Any Auto, All Owned and Hired Autos

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

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut

Employers': Employer Liability (EL):

EL Each Accident **\$500,000.00**

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

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

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

11.4.4 Excess/Umbrella Liability Insurance:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Builder's Risk Insurance:

\$1,000,000.00 each Occurrence or Limits Equaling the value of the Project.

"All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

11.4.6 Contractors Pollution Liability Insurance:

\$1,000,000.00 each Occurrence/Claim

\$2,000,000.00 Aggregate

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

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

- 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: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk. 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 and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation Professional Liability. All policies shall include a Waiver of Subrogation, except Builder's Risk and Professional Liability.** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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:

12.4.1.1 "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.

12.4.1.2 "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.

12.4.1.3 "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

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

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

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

12.4.4.1 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

12.4.4.2 of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

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

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

13.3 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:

13.3.1.1 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:

13.3.1.1.1 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;

13.3.1.1.2 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;

13.3.1.1.3 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;

13.3.1.1.4 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

13.3.1.1.5 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.

13.3.1.1.6 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:

13.3.2.1 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:

13.3.2.1.1 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;

13.3.2.1.2 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;

13.3.2.1.3 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

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

14.1 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.

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

14.3 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.

14.4 Definitions. For purposes of this paragraph:

14.4.1 "Administrator" shall be defined as it is in the Good Jobs Ordinance.

14.4.2 "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

14.4.3 "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

14.4.4 "Contractor" shall be defined as it is in the Good Jobs Ordinance.

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

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

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

14.4.8 "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.

14.5 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:

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

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

14.5.3 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

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

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

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

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

14.6 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.

14.7 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.

14.8 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.

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

14.8.2 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.

14.8.3 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.

14.8.4 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.

14.9 Liquidated Damages Applicable To Section 14.1 through 14.8

14.9.1 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:

14.9.1.1 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.

14.9.1.2 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.

14.9.2 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.

14.9.3 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.

14.9.4 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.

14.9.5 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.

14.9.6 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, and as amended, may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

- 15.1** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 15.2** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 15.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 15.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- 15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 15.6** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and

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

16. Termination.

16.1 Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

16.3 Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City

shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

16.4 Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually

acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

17. Force Majeure. 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 either Party's 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, pandemics 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 use their best efforts to meet their obligations under this Contract and the schedule set forth in Section 5 of this Contract.

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

- 18.1** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- 18.2** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.
- 18.3** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.
- 19. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
- 21. Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- 22. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. Changes in the Project: Change Orders.

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

27.2 Procedures.

27.2.1 The Contractor's Response to a Change Request.

27.2.1.1 Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the

proposed price adjustment, including the charges for any products required to implement the change request.

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's RFP Number 6887 and its attachment F Scope of Services and **(ii)** the Contractor's Revised Proposal dated April 14, 2021. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: M.J. Fahy & Sons Incorporated
20 Judd Street
Waterbury, Connecticut 06702

City: City of Waterbury, Department of Education
Attn: School Inspector's Office
236 Grand Street
Waterbury, Connecticut 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
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 Waterbury and on the internet at the City Clerk's web site: <https://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 if applicable, shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

34.15 FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

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

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

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, (iii) any identified Milestone, and (iv) any identified Phased Completion Date.

- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager:** An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12 Shop Drawings:** Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13 Specifications or Technical Specifications:** The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14 Subcontractor:** A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15 Substantial Completion:** The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16 Substitution:** A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17 Supplementary General Conditions or Special Conditions:** An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract as may be included in **Attachment A** hereto.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: Department of Education, School Inspector's Office

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print Name:

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print Name:

Date: _____

WITNESSES:

CREATIVE RECREATION, LLC

Sign: _____

Print Name:

By: _____

Print Name:

Sign: _____

Print Name:

Its: _____

(Title)

Date: _____

ATTACHMENT A

1. City of Waterbury RFP No. 6887, including its attachment F “Scope of Services, General Description, Technical Specifications,” consisting of 9 pages (excluding RFP attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
2. Contractor’s Revised Proposal, dated April 14, 2021 consisting of 4 pages (excluding “MagicAire HB Series, Belt Drive Horizontal Chilled Water & Direct Expansion Blower Coil Units” document submitted with proposal dated 6/9/08; incorporated by reference), attached hereto;
3. Contractor’s Response to RFP No. 6887, dated March 31, 2021, incorporated by reference;
4. Contractor’s Certificate(s) of Insurance, attached hereto (or otherwise incorporated by reference);
5. Contractor’s Performance Bond and Payment Bond, attached hereto (or otherwise incorporated by reference);
6. State Wage Rate Documentation, attached hereto;
7. Any and all applicable Commission on Human Rights and Opportunities compliance documentation, incorporated by reference;
8. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
9. All Permits and Licenses, incorporated by reference; and
10. Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

**CITY OF WATERBURY
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (#6887)
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
HORIZONTAL HUNG STEAM COIL BLOWER AIR HANDLER
REPLACEMENT**

A. Background and Intent

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for REPLACEMENT OF HORIZONTAL HUNG STEAM COIL BLOWER AIR HANDLERS (the “Project”) with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

B. Qualifications

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:
 - a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
 - b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
 - c. Adequate staff/employees to perform/complete the work in a timely manner;
 - d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
 - e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **SIXTY (60) consecutive calendar days** of the City’s written Notice to Proceed (“Contract Time”).

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the

**CITY OF WATERBURY
BOARD OF EDUCATION**

Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on 3/18/2021.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. **Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by 2:00 PM on 3/23/2021.** It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.

5. **A mandatory pre-bid walk-thru will be held on 3/12/2021 at 10:00 AM, at Sprague Elementary School located at 1443 Thomaston Ave, Waterbury CT 06704. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder**

F. Management

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

G. Conditions

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Submittal Requirements & Required Format

One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the

**CITY OF WATERBURY
BOARD OF EDUCATION**

following address no later than at **10:30 a.m. on March 31, 2021**. No proposals received after that time shall be considered.

**Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702**

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
 - b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.
2. **Each Proposal shall contain the following four (4) forms, fully completed, as follows:**
- a. **Contract Compliance Documents (Attachment A)**
 - i. Proposers shall complete Attachment A documents which includes Outstanding Purchase Orders and Contracts with the City, Financial Interest Disclosure & Corporate Resolution.
 - ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.
 - b. **Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**
 - i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
 - ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
 - iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.
 - c. **Price Proposal (Attachment D).**
 - i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
 - ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**

**CITY OF WATERBURY
BOARD OF EDUCATION**

- iii. Note regarding Price Proposal: *The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

d. Contractor's Qualification Statement (Attachment E).

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

3. Proposals may, at Proposer's discretion, contain the following:

- a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

- a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

- a. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

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

Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

L. State Set-Aside Requirements

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

M. Insurance Requirements

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

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

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date

**CITY OF WATERBURY
BOARD OF EDUCATION**

for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

General Liability: **\$1,000,000 each Occurrence**
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: **WC Statutory Limits**
 Employer Liability (EL)
 \$500,000 EL each Accident
 \$500,000 EL Disease each Employee
 \$500,000 EL Disease Policy Limits

Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

Builder's Risk/Installation Floater Insurance: **\$1,000,000 each Occurrence OR Limits equaling**
 The Value of the Project

Contractors Pollution Liability Insurance: **\$1,000,000 each Occurrence/Claim**
 \$1,000,000 Aggregate

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

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to

**CITY OF WATERBURY
BOARD OF EDUCATION**

the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers’ Compensation. All policies shall include a Waiver of Subrogation”**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

N. City of Waterbury Contract Form/RFP Documents

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Invitation to Bid,” “ITB” or words/terms of similar import shall, for the purposes of this solicitation, mean “Request for Proposal” and/or “RFP” as the context so requires. Additionally, all references therein to “Bid” shall mean “Proposal” as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Contractor”, Vendor” and/or “Consultant” shall mean “Proposer” or “Successful Proposer” as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Bid” or “Bid Form” shall mean “Price Proposal” as the context so requires.

O. Performance/Payment Bonds

Proposer’s attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

P. Proposal Security

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

Q. Prevailing Wages

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder’s attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

END OF SECTION

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 6887
ATTACHMENT F
Scope of Services**





GENERAL DESCRIPTION

Technical Specifications

The School Inspector's Office of the Waterbury Board of Education is looking to replace 4 Nesbitt Steam Coil Blower Air Handlers (Serial Number LP25) in the Gymnasium at Sprague School. The unit steam valves are controlled by Honeywell Pneumatic connected to a Pneumatic thermostat. The units also have outside air dampers connected to a mixing box in the unit itself. The space temperature is monitored by Automated Logics Building management systems.

- Blower motor technical specifications:
 - Volts – 115
 - Amps – 5.0
 - Hp – 1/3
 - PRM - 1725

The project consists of:

-  Demolition and remove of existing units
-  Provide and install the new units
-  Provide all necessary electrical hook up for new units
-  Turn-key operation

END OF ATTACHMENT F



M.J. FAHY & SONS, Inc.

Since 1890

PLUMBING - HEATING - COOLING

For Industry-Home-Commercial

F1-00010393 P1-00204042 S1-0386523

20 JUDD STREET, WATERBURY, CONNECTICUT 06702 --- TELEPHONE (203) 574-4808

FAX: (203) 755-3268 - E-MAIL: MJFAHY@MJFAHY.COM

April 14, 2021

PROPOSAL

City of Waterbury
Board of Education
236 Grand Street
Waterbury, CT 06702

Re: Sprague School
Gymnasium Air Handlers
(#6887 RFP)

We hereby submit specifications and estimates for: The HVAC work at Sprague School Gymnasium

Our scope of work includes:

- Demolition and remove from site (4) existing air handlers, steam control valve, and steam traps.
- Provide assembly and hang (4) new air handlers, Magic Aire model HB series (see attached submittal). Units provided with steam coil, filter section and mixing box with dampers.
- Provide all necessary steam supply and condensate return piping. Provide new modulating steam control valve, new steam traps and strainers.
- Reconnect existing fresh air intake duct, provide new supply plenum and discharge grilles.
- Provide and install new electronic control system to control units. New control dampers, steam valve control Co2 detection system to modulate dampers for outside air based on occupancy.
- Includes room sensors and all necessary hardware, BACnet & Network compatible.
- Provide all necessary electrical hookup as required.
- Reinsulate steam supply piping, fiberglass pipe insulation.
- Start up and adjust equipment operation per Manufacturer's instructions.
- Local permit fees

Total cost: \$ 121,000.00

Note: Asbestos abatement by others, if necessary.

We propose hereby to furnish material and labor -- complete in accordance with these specifications for the sum of: _____

See Above

Payable as follows: _____ Per Contract Terms

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL-- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Any payment not made when due shall accrue interest at a rate of 1.5% per month (annual percentage rate 18%) from date due. Customer agrees to pay all cost of collections, including a reasonable attorney fee.

Signature _____ Date _____



M.J. FAHY & SONS, Inc.

Since 1890

PLUMBING – HEATING – COOLING

For Industry-Home-Commercial

FI-00010393 P1-00204042 SI-0386523

20 JUDD STREET, WATERBURY, CONNECTICUT 06702 ---TELEPHONE (203) 574-4808

FAX: (203) 755-3268 - E-MAIL: MJFAHY@MJFAHY.COM

Preliminary Schedule Of work – Sprague School Gymnasium

Equipment Delivery.....	10-12 Weeks
Demolition of Old Units.....	2 Days
Rigging New Units Assemble & Hang.....	2 Days
Ductwork Connection.....	1.5 Days
Steam Supply & Condensate Return Piping.....	4 Days
Electrical Hook-Up and Controls.....	5 Days
Pipe Insulation.....	1 Day
Start-Up Commissioning.....	2 Days

Summary: Equipment Lead Time 10-12 Weeks – Installation 4 Weeks

Job Details

Qty	Tag	Model Code
1		HBB11AAAA3HAB57B5AAAABCM
Field	Code	Description
Unit Type	HBB	HB (Belt Drive - Horizontal, Generation: B)
Cabinet Size	30	3000 CFM Basic Unit
	A	
Primary Coil	A	No Primary Coil
Coil Treatment	A	No Coil Treatment
TXV/Nozzle	A	No TXV
Secondary Coil	SH	High Capacity Steam
Coil Configuration	A	Pre-Heat, Right Hand (Cooling & Heating Coil)-Single Coil
Unit Voltage	B	115V Single Phase Electrical
Nominal CFM	6	3000 CFM Nominal
Total Static Pressure (TSP)	7	TSP Range 7 (0.81 - 0.90)
Motor	B6	ODP 115/208-230/1 (1.5 HP)
Filter Type	A	2" Throwaway Filter (MERV 3)
Insulation Type	A	Standard IAQ
Motor Starter Option	A	No Motor Starter
Drain Pan Option	B	Stainless Steel Drain Pan
Minor Revision	C	HB Minor Revision (04-80)
Tracking	M	Magic Aire 12-21-2020
Accessories	MB	mix box, single wall, pleated angle filt MB30/40 (373-220039-120)
Accessories	MOD	Fully Modulating Control Pkg - For Mixing Box (HBMB MOD CTR
Accessories	GPD	grille plenum DISCH'GE BHGP30/40-NOT f/use w/MSS (752800)
Accessories		

T1

12/21/2020 12:00:00 AM
200807 V.4.0.9.37

Standard Magic Aire design and construction unless noted otherwise. Must include copy of this quote with order.
Prices Subject to change without notice 30 days after date on this quote.
Reference Magic Aire Terms and Conditions.

Job Details

Configuration: Heating Only Airflow (ACFM): 3000

ESP: 0.600

RPM: 728

TSP: 0.812

ESP: 1.037

Rows	FV (ft/min)	EDB (F)	TLD (Btu/Hr)	LDB (F)
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Heating: 1 55.00 261400 133.00

WARNING! Heating mode leaving dry bulb temperature (LDB) SIGNIFICANTLY exceeds the motor rating of 104 degrees Fahrenheit. Leaving dry bulb temperature WILL shorten the life of the motor and will cause OPERATIONAL PROBLEMS including tripping.

Electrical Data			Motor		EH	EH	Unit	Unit	Unit	SCCR	Unit
Voltage	Ph	Freq	HP	FLA	Cap (kW)	FLA	FLA	MCA	MOPD	Rating (kA)	Marked
115	1	60	1.5	18	0		18.00	22.5	40	0	No

Sound Data		Freq(Hz)		65	125	250	500	1K	2K	4K	8K
Sound Power Level		Lw(dB)		57	64	68	69	67	59	55	47
A-weighted Sound Power Level		LwA(dBA)		31	48	59	66	67	60	56	46

Sound power data are calculated only and are based on unit performance. Use this information for reference only. Including presence of ductwork, duct materials, insulation, ceiling material and other structural features will affect the sound power level as perceived by a listener in the space. Consult an acoustic specialist for assistance with facility design for acceptable conditions.

This product is Certified in accordance with the AHRI Central Station Air-Handling Unit Certification Program, which is based on AHRI Standard 430. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

12/21/2020 12:00:00 AM
200807 V.4.0.9.37

Standard Magic Aire design and construction unless noted otherwise. Must include copy of this quote with order.
Prices Subject to change without notice 30 days after date on this quote.
Reference Magic Aire Terms and Conditions.

Minimum Rates and Classifications for
Building Construction

ID#: 21-20329

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Sprague Elementary School Air Handler Unit Replacements (Waterbury)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

Project: Sprague Elementary School Air Handler Unit Replacements (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.92	28.75+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

As of: March 2, 2021

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a
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Project: Sprague Elementary School Air Handler Unit Replacements (Waterbury)

Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	42.0	19.55 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.5	19.55 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	38.9	39.46
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

-----TRUCK DRIVERS-----

17a) 2 Axle	29.86	25.79 + a
17b) 3 Axle, 2 Axle Ready Mix	29.97	25.79 + a
17c) 3 Axle Ready Mix	30.03	25.79 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.08	25.79 + a
17e) 4 Axle Ready Mix	30.13	25.79 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.35	25.79 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.13	25.79 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.92	26.08 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Project: Sprague Elementary School Air Handler Unit Replacements (Waterbury)

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: March 2, 2021

Kevin McCaffery

From: Bingham, Alvin <Alvin.Bingham@ct.gov>
Sent: Wednesday, April 21, 2021 11:21 AM
To: Kevin McCaffery
Cc: Rosh Maghfour
Subject: Re: Notification of Contract Award

Hi Kevin,

You may proceed with the award of contract.

Thanks

Alvin K. Bingham, Supervisor
Commission on Human Rights & Opportunities
Affirmative Action/Contract Compliance Unit
450 Columbus Blvd Ste 2
Hartford CT 06103
P: (860) 541-4709
F: (860) 541-3432
alvin.bingham@ct.gov
AA/EOE

From: Kevin McCaffery <kmccaffery@waterburyct.org>
Sent: Tuesday, April 20, 2021 4:36 PM
To: Bingham, Alvin <Alvin.Bingham@ct.gov>
Cc: Rosh Maghfour <rmaghfour@waterbury.k12.ct.us>
Subject: Notification of Contract Award

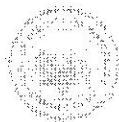
EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Alvin

Here is one more for today. Please let me know if we can proceed with the project.

Kevin McCaffery

Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702
kmccaffery@waterburyct.org
T: 203.574.6747 | F: 203.597.3437



KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

For Public Works Projects with \$50,000 - < \$500,000 in State Funding

TO: Contract Compliance Unit
Commission on Human Rights and Opportunities
CHRO Form CC052

FROM: Kevin McCaffery-Purchasing Director, Waterbury

DATE: 4/20/2021

SUBJECT: Notification of Contract Award

As required by Connecticut Contract Compliance Regulations Sec. 46a-68j-31
this is to notify the Commission that the following contract has been awarded.

CONTRACT NUMBER: RFP 6879

PROJECT NAME: Horizontal Hung Steam Coil Blower Air Handler
Replacement

PROJECT LOCATION: Waterbury,CT

DURATION OF CONTRACT: 90 days

DOLLAR VALUE OF CONTRACT: \$121,000.00

STATE FUNDED PORTION
OF CONTRACT: \$121,000.00

SET-ASIDE VALUE OF STATE FUNDED PORTION OF THE CONTRACT:	SBE 25%	\$30,250
	MBE 6.25%	\$7,562.50

THIS IS A PUBLIC WORKS CONTRACT ☐
THIS IS NOT A PUBLIC WORKS CONTRACT ☒

CONTRACTOR INFORMATION

NAME OF CONTRACTOR: MJ Fahy and Sons

MAIN OFFICE ADDRESS: 20 Judd Street
Waterbury CT 06702

TELEPHONE NUMBER: 203-574-4808

NUMBER OF EMPLOYEES: 8
(If known)

SUBCONTRACTOR INFORMATION: Please list any subcontractors who were listed by the Contractor for this project:

Highline Crane

WERE THE FOLLOWING FACTORS CONSIDERED IN THE SELECTION OF THIS CONTRACTOR?

1. The bidder's success in implementing an affirmative action plan:
☐ Yes ☐ No ☒ Unknown
 2. The bidder's success in developing an apprenticeship program complying with Sections 46a-68j-1 to 46a-68j-17, inclusive:
☒ Yes ☐ No ☐ Unknown
 3. The bidder's promise to develop and implement a successful affirmative action plan:
☒ Yes ☐ No ☐ Unknown
 4. The bidder's submission of EEO-1 data indicating that the composition of the workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area:
☐ Yes ☐ No ☒ Unknown
 5. The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises:
☒ Yes ☐ No ☐ Unknown
-

AGENCY CONTACT PERSON

NAME: Kevin McCaffery

JOB TITLE: Director of Purchasing

ADDRESS: 235 Grand Street, Waterbury CT 06702

TELEPHONE: 203-574-6747

Memorandum

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: April 29, 2021

Re: **Board of Education Approval Request / Executive Summary** – Contract for Replacement of Gymnasium Floor Systems between City of Waterbury and Atlantic Sport Wood Floors, Inc.

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 181,266.80 for Replacement of Gymnasium Floor Systems between City of Waterbury and Atlantic Sport Wood Floors, Inc.

This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.

This contract is subject to Board of Education approval anticipated at their upcoming meeting on 5/20/2021.

The contract may be subject to non-substantial changes to be approved by Corporation Counsel.

This contract was initiated under the Request for Proposal process (RFP #6897).

The funding source for this project is State of CT (Alliance Bond).

The Project consists of Replacement of Gymnasium Floor Systems at Kingsbury Elementary School located at 220 Columbia Boulevard and Walsh Elementary School located at 55 Dikeman Street located at 1443 Thomaston Avenue in the City of Waterbury. The project consists of and Contractor shall provide all materials and services required for of wood subflooring, maple flooring (maple grade second or better), vapor retarder, sanding, sealers, finishes, game lines and wall base in accordance with attachment F to RFP No. 6897 "Scope of Services, General Description, Technical Specifications" ("Technical Specifications"). Contractor shall provide all requisite material specified in the Technical Specifications; Contractor shall demolish, remove and properly dispose of existing floors and subfloors; re-level concrete floor with proper sealing and joints, install subfloor and finish flooring with requisite blocking and joints; properly do all floor sanding; install vent cove base; and provide all required finishing including painting game lines. Contractor shall store all flooring at the school where it is to be installed before installation as required for acclimation; the floor system shall not be delivered or installed until subfloor slab is properly cured and all masonry, plastering, tile work and overhead mechanical trades are completed and building is permanently enclosed and water tight. The Contractor shall warrant the flooring materials to be free from manufacturing defects for a period of one year from the date of completion. In the event of breach of any warranty, the liability of Contractor shall be to repair or replace material and system components supplied the Contractor.

The Contractor shall Substantially Complete all work and services required under this Contract within Forty-five (45) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Sixty (60) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Chris Harmon
Attachment

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

CONTRACT
for
Replacement of Gymnasium Floor Systems
RFP No. 6897
between
City of Waterbury
and
Atlantic Sport Wood Floors, Inc.

THIS CONTRACT (“Contract” or Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and ATLANTIC SPORT WOOD FLOORS, INC. (“Contractor”), located at 607 Gateway Avenue, Valley Cottage, New York 10989, a State of New York duly registered corporation (jointly referred to as the “Parties” to this Agreement)

WHEREAS, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number 6897 for Replacement of Gymnasium Floor Systems at F. J. Kingsbury Elementary School (“Kingsbury”) and Walsh Elementary School (“Walsh”); and

WHEREAS, the City has selected Contractor to perform services regarding RFP Number 6897; and

WHEREAS, the City desires to obtain the Contractor's services for Replacement of Gymnasium Floor Systems pursuant to the terms and conditions set forth in this Contract (the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of Replacement of Gymnasium Floor Systems at Kingsbury Elementary School located at 220 Columbia Boulevard and Walsh Elementary School located at 55 Dikeman Street located at 1443 Thomaston Avenue in the City of Waterbury. The project consists of and Contractor shall provide all materials and services required for of wood subflooring, maple flooring (maple grade second or better), vapor retarder, sanding, sealers, finishes, game lines and wall base in accordance with attachment F to RFP No. 6897 “Scope of Services, General Description, Technical Specifications” (“Technical Specifications”). Contractor shall provide all requisite material specified in the Technical Specifications; Contractor shall demolish, remove and properly dispose of

existing floors and subfloors; re-level concrete floor with proper sealing and joints, install subfloor and finish flooring with requisite blocking and joints; properly do all floor sanding; install vent cove base; and provide all required finishing including painting game lines. Contractor shall store all flooring at the school where it is to be installed before installation as required for acclimation; the floor system shall not be delivered or installed until subfloor slab is properly cured and all masonry, plastering, tile work and overhead mechanical trades are completed and building is permanently enclosed and water tight. The Contractor shall warrant the flooring materials to be free from manufacturing defects for a period of one year from the date of completion. In the event of breach of any warranty, the liability of Contractor shall be to repair or replace material and system components supplied the Contractor. Contractor shall provide all services necessary to complete the Project as stated herein and detailed and described in the Technical Specifications and all Proposal/RFP 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 of Waterbury RFP No. 6897, consisting of 9 pages (excluding RFP attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
 - 1.1.2 Technical Specifications (City of Waterbury RFP # 6897 attachment F "Scope of Services, General Description, Technical Specifications"), consisting of 2 pages, attached hereto;
 - 1.1.3 Contractor's Price Proposal, consisting of 2 pages (response- attachment D to RFP) dated April 6, 2021, attached hereto;
 - 1.1.4 Contractor's Proposal (not including price proposal, attached hereto), including City contract compliance documents, dated April 6, 2021, incorporated by reference.
 - 1.1.5 Contractor's Certificate(s) of Insurance, attached hereto (or otherwise incorporated by reference);
 - 1.1.6 Contractor's Performance Bond and Payment Bond, attached hereto (or otherwise incorporated by reference);
 - 1.1.7 State Wage Rate Documentation, consisting of 9 pages, attached hereto;
 - 1.1.8 Any and all applicable Commission on Human Rights and Opportunities compliance documentation, consisting of 5 pages attached hereto (any additional documents issued after execution of this agreement are incorporated by reference);
 - 1.1.9 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
 - 1.1.10 All Permits and Licenses, incorporated by reference; and
 - 1.1.11 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 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Contract Amendment(s) and Change Order
- 1.2.3 Contract
- 1.2.4 RFP No. 6897
- 1.2.5 Technical Specifications
- 1.2.6 Contractor's Price Proposal

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

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

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

2.3 Background Checks. If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

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

3.1 Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services

and functions essential to the satisfactory performance of the services required (“Due Diligence”) and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its 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 solicitation process to ask questions it saw fit and to review the responses from the City;

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for RFP Number 6897 (collectively "Proposal Documents");

3.1.7 it 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 Project;

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

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

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given

immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

- 3.2 Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- 3.3 Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.
- 3.4 Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.
- 3.5 Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.
- 3.6 Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- 3.7 Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified

manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

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

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

3.8.1 Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are may have direct contact with students have 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 employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

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

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

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

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

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

3.14 Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **Forty Five (45) consecutive calendar days** of the City's written Notice

to Proceed and shall reach Final Completion within **Sixty (60) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

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

5.2 Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Dates. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Dates are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

- 5.3 No Damage for Delay.** In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency

of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1 Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **One Hundred Eighty One Thousand, Two Hundred Sixty Six Dollars and Eighty Cents (\$181,266.80)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Proposal Price set forth in **Attachment A's** Contractor's Price Proposal dated April 6, 2021, is attached hereto in Attachment A, and is summarized below:

6.1.1 Kingsbury Elementary School

<i>Sixty Eight Thousand, Five Hundred Fifty Eight Dollars</i>	\$68,558.00
10% Owner Contingency Allowance	\$6,855.80
Kingsbury TOTAL.....	\$75,413.80

6.1.2 Walsh Elementary School

<i>Ninety Six Thousand, Two Hundred Thirty Dollars</i>	\$96,230.00
10% Owner Contingency Allowance	\$9,623.00
Walsh TOTAL.....	\$105,853.00

TOTAL..... \$181,266.80

6.2 Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage Five Percent (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

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

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

6.4 Proposal Costs. All costs of the Contractor in preparing its proposal for RFP Number 6897 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5 Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

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

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

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

6.9.1 submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

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

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

8. Passing of Title and Risk of Loss.

- 8.1** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- 8.2** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- 8.3** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

- 9.1** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 9.2** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 9.3** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify,

defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

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

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

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 each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

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

11.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL) Combined Single Limit Each Accident

Any Auto, All Owned and Hired Autos

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

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut

Employers': Employer Liability (EL):

EL Each Accident **\$500,000.00**

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

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

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

11.4.4 Excess/Umbrella Liability Insurance:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractors Pollution Liability Insurance:

\$1,000,000.00 each Occurrence/Claim

\$2,000,000.00 Aggregate

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

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk. 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 and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation, except Builder's Risk and Professional Liability.** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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:

12.4.1.1 "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.

12.4.1.2 "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.

12.4.1.3 "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

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

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

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

12.4.4.1 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

12.4.4.2 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, sexual orientation, gender identity or association, 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, sexual orientation, gender identity or association, 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:

13.3.1.1 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:

13.3.1.1.1 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;

13.3.1.1.2 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;

13.3.1.1.3 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;

13.3.1.1.4 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

13.3.1.1.5 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.

13.3.1.1.6 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:

13.3.2.1 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:

13.3.2.1.1 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;

13.3.2.1.2 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;

13.3.2.1.3 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

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

14.1 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.

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

14.3 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.

14.4 Definitions. For purposes of this paragraph:

14.4.1 “Administrator” shall be defined as it is in the Good Jobs Ordinance.

14.4.2 “Apprentice” shall be defined as it is in the Good Jobs Ordinance.

14.4.3 “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.

14.4.4 “Contractor” shall be defined as it is in the Good Jobs Ordinance.

14.4.5 “Covered Project” shall be defined as it is in the Good Jobs Ordinance.

14.4.6 “Hiring Goal” shall be defined as it is in the Good Jobs Ordinance.

14.4.7 “Resident” shall be defined as it is in the Good Jobs Ordinance.

14.4.8 “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.

14.5 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:

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

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

14.5.3 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

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

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

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

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

14.6 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.

14.7 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.

14.8 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.

14.8.1 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.

14.8.2 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.

14.8.3 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.

14.8.4 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.

14.9 Liquidated Damages Applicable To Section 14.1 through 14.8

14.9.1 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:

14.9.1.1 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.

14.9.1.2 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.

14.9.2 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.

14.9.3 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.

14.9.4 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.

14.9.5 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.

14.9.6 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, and as amended, may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

- 15.1** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 15.2** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 15.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 15.4** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- 15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part

135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

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

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

16. Termination.

16.1 Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

16.2 Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually

performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3 Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

16.4 Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable

for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

17. Force Majeure. 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 either Party's 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, pandemics 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 use their best efforts to meet their obligations under this Contract and the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. Changes in the Project: Change Orders.

27.1 Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and

conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2 Procedures.

27.2.1 The Contractor's Response to a Change Request.

27.2.1.1 Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's RFP Number 6897; **(ii)** Technical Specifications; and **(iii)** the Contractor's Proposal dated April 6, 2021. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: Atlantic Sport Wood Floors, Inc.
607 Gateway Avenue
Village Cottage, New York 10989

City: City of Waterbury, Department of Education
Attn: School Inspector's Office

236 Grand Street
Waterbury, Connecticut 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
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 Waterbury and on the internet at the City Clerk's web site: <https://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 if applicable, shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

34.15 FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

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

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

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

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print Name: _____

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print Name: _____

Date: _____

WITNESSES:

ATLANTIC SPORT WOOD FLOORS, INC.

Sign: _____

Print Name: _____

By: _____

Print Name: _____

Sign: _____

Print Name: _____

Its: _____

(Title)

Date: _____

ATTACHMENT A

1. City of Waterbury RFP No. 6897, consisting of 9 pages (excluding RFP attachments A, B, C, D, E, & G; incorporated by reference), attached hereto;
2. Technical Specifications (City of Waterbury RFP # 6897 attachment F “Scope of Services, General Description, Technical Specifications”), consisting of 2 pages, attached hereto;
3. Contractor’s Price Proposal, consisting of 2 pages (response- attachment D to RFP) dated April 6, 2021, attached hereto;
4. Contractor’s Proposal (not including price proposal, attached hereto), including City contract compliance documents, dated April 6, 2021, incorporated by reference.
5. Contractor’s Certificate(s) of Insurance, attached hereto (or otherwise incorporated by reference);
6. Contractor’s Performance Bond and Payment Bond, attached hereto (or otherwise incorporated by reference);
7. State Wage Rate Documentation, consisting of 9 pages, attached hereto;
8. Any and all applicable Commission on Human Rights and Opportunities compliance documentation, consisting of 5 pages attached hereto (any additional documents issued after execution of this agreement are incorporated by reference);
9. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference;
10. All Permits and Licenses, incorporated by reference; and
11. Any and all amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

Memorandum

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: April 29, 2021

Re: **Board of Education Approval Request / Executive Summary** – Construction Contract for F.J Kingsbury Elementary School and Bucks Hill School Playground Improvement – Playscape Equipment and Installation between City of Waterbury and Creative Recreation, LLC

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 312,446 for Playground Improvements between the City of Waterbury and Creative Recreation, LLC.

This contract was initiated under the Purchasing Ordinance per §38.130 Cooperative Purchasing Authorized which allows the City of Waterbury to participate in any joint purchasing program administrated by the State of Connecticut. Creative Recreation, LLC currently has State of Connecticut Contract #17PSX0081 for Playground, Recreation and Park Equipment.

The funding source for this project is State of CT (Alliance Bond).

Under this contract, 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. The Project consists of overall playground improvement including replacing of playground equipment, playground design, installation, and construction at two Waterbury Public School locations: F. J. Kingsbury Elementary School ("Kingsbury") located at 220 Columbia Boulevard, Waterbury, Connecticut 06710 and Bucks Hill Elementary School ("Bucks Hill") located at 330 Bucks Hill Road, Waterbury Connecticut 06704. The Contractor shall provide the overall design, installation, and construction of the playgrounds, including but not limited to, designing, fabricating, site preparation, excavation, furnishing and installing playground equipment (Playscapes), concrete and rubberized safety surfacing, specifically IPEMA Certified Poured in Rubber Surfacing, and site restoration for two sets of playground equipment. The two sets of playground equipment shall be designed and sized appropriately for children ages 5-12.

The Contractor shall Substantially Complete all work and services required under this Contract within Seventy (70) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Ninety (90) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Chris Harmon
Attachment

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

CONSTRUCTION CONTRACT
for
F. J Kingsbury Elementary School and Bucks Hill Elementary School
Playground Improvement- Playscape Equipment and Installation
between
City of Waterbury
and
Creative Recreation, LLC

THIS CONTRACT ("Contract" of "Agreement"), 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 06702 and CREATIVE RECREATION, LLC (the "Contractor" or "Creative Recreation"), with its primary place of business located at 131-5 Day Street, Newington, Connecticut 06111 with its business mailing address at P.O. Box 330235, West Hartford, Connecticut 06133, a State of Connecticut duly registered domestic limited liability company; hereinafter collectively referred to as the "Parties" to this Agreement.

WHEREAS, the City desires to obtain the Contractor's services for playground improvements including the design, fabrication, furnishing, and installation of playground equipment at two Waterbury Public Schools ("WPS") (the "Project"); and

WHEREAS, the State of Connecticut, Department of Administrative Services ("DAS") has issued a contract award number 17PSX0081, ("State Contract") for playground, recreation and park equipment; and

WHEREAS, pursuant to the State Contract, the awarded contractors shall also provide services to municipalities (also referred to therein as "client agencies") who are so authorized and choose to make purchases under and pursuant to the terms of the State Contract; and

WHEREAS, consistent with the State Contract and Contract Award No. 17PSX0081, the City elected to participate in the joint purchase of the services offered in the State Contract as is so authorized by the City of Waterbury Ordinance §38.130 "Cooperating Purchasing Authorized" which permits the City to participate in such joint purchase programs administered by the State of Connecticut; and

WHEREAS, the City desires to obtain the Contractors services for equipment, services and overall construction of the F. J. Kingsbury Elementary School and Bucks Hill Elementary School Playscapes, as outlined in the State Contract and this Agreement.

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 overall playground improvement including replacing of playground equipment, playground design, installation, and construction at two Waterbury Public School locations: F. J. Kingsbury Elementary School ("Kingsbury") located at 220 Columbia Boulevard, Waterbury, Connecticut 06710 and Bucks Hill Elementary School ("Bucks Hill") located at 330 Bucks Hill Road, Waterbury Connecticut 06704. The Contractor shall provide the overall design, installation, and construction of the playgrounds, including but not limited to, designing, fabricating, site preparation, excavation, furnishing and installing playground equipment (Playscapes), concrete and rubberized safety surfacing, specifically IPEMA Certified Poured in Rubber Surfacing, and site restoration for two sets of playground equipment. The two sets of playground equipment shall be designed and sized appropriately for children ages 5-12. The two playground equipment shall be in compliance with the following publications and shall be inspected by Certified Playground Safety Inspector upon completion of the installation to ensure compliance with U.S. Consumer Product Safety Commission Publication Number 325 Public Playground Safety Handbook November 2010; the American Society of Testing and Materials (ASTM) F1487-17 Standard Consumer Performance Specification for Playground Equipment for Public Use; and Connecticut School Construction Standards and Guidelines dated September 22, 2016. A written audit/inspection report shall be provided to verify that the playground was installed to the above standards and Connecticut School Construction Standards and Guidelines. The design and layout of the playgrounds shall be developed to complement the theme of the sites and buildings. All equipment provided and work performed shall be in full conformance with (i) this Agreement which shall control and prevail and (ii) the State of Connecticut, Department of Administrative Services ("DAS") Contract No. 17PSX0081 for Playground, Recreation and Park Equipment ("State Contract"); and as detailed and described in Attachment A, which includes the aforementioned documents. The Documents in **Attachment A** are hereby fully incorporated and 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** State of Connecticut, Department of Administrative Services, Contract No. 17PSX0081 for Playground, Recreation and Park Equipment ("State Contract") (incorporated by reference);
- 1.1.2** Contract Award Supplement #4 to State of Connecticut, Department of Administrative Services, Contract Award No. 17PSX0081, consisting of 4 pages, dated June 2, 2020 (incorporated by reference);
- 1.1.3** Drawing for "BUCKS HILL SCHOOL" prepared by Creative Recreation, consisting of 1 page, dated January 11, 2021 (attached hereto);
- 1.1.4** Drawing for "KINGSBURY ES" prepared by Creative Recreation, consisting of 1 page, dated January 12, 2021 (attached hereto);

- 1.1.5 Creative Recreation's Quotation #033021r2, dated March 30, 2021, consisting of 2 pages (attached hereto);
- 1.1.6 U.S. Consumer Product Safety Commission's "Public Playground Safety Handbook," Publication No. 325, 2010 Edition, consisting of 61 pages, available at: <https://www.cpsc.gov/s3fs-public/325.pdf>; (incorporated by reference);
- 1.1.7 American Society of Testing and Materials' (ASTM) F1487-17, "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM International, West Conshohocken, PA, 2017, www.astm.org, available at: <http://www.astm.org/cgi-bin/resolver.cgi?F1487>, (incorporated by reference);
- 1.1.8 State of Connecticut, Department of Administrative Services,' "Connecticut School Construction Standards and Guidelines," dated September 22, 2016, consisting of 182 pages, available at: <https://portal.ct.gov/-/media/DAS/Office-of-School-Construction-Grants/Task-113---Office-of-School-Construction-Grants-and-Review/CT-Standards-and-Guidelines/CT-Standards-and-Guidelines-APPRVD-09-22-2016.pdf?la=en>, (incorporated by reference);
- 1.1.9 Contractor's Certificate of Insurance (attached hereto);
- 1.1.10 Contractor's Performance Bond (attached hereto or otherwise incorporated by reference);
- 1.1.11 Contractor's Payment Bond (attached hereto or otherwise incorporated by reference);
- 1.1.12 State of Connecticut Prevailing Wage Rate documentation dated April 8, 2021 and related Important Information document, consisting of 10 pages (attached hereto);
- 1.1.13 Any and all Contractor's applicable Commission on Human Rights and Opportunities ("CHRO") compliance documents and set-aside documents (incorporated by reference);
- 1.1.14 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.15 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
- 1.1.16 All permits and licenses (incorporated by reference); and
- 1.1.17 Any and all amendment(s) and Change Orders issued by the City after execution of agreement (incorporated by reference).

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

1.2.3 Creative Recreation Quotation #033021r2

1.2.4 Federal, State, and Local laws, regulations, charter and ordinances

1.2.5 Drawings for Bucks Hill School and Kingsbury ES

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

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

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

2.3. Background Checks. If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

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

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

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its quotation and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence

prior to submission of its quotation shall be borne by the Contractor. Furthermore, the Contractor had the opportunity to ask questions it saw fit and to review any responses from the City;

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its quotation. In the event the Contractor failed to disclose any such new cost prior to the submittal of its quote, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in and of the City's relevant documents or these Contract Documents or had the opportunity to do so prior to execution of this Agreement.

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

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

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

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall

be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of

Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

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

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

3.8.1 Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the Project who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are may have direct contact with students have 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 employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

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

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout

work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

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

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

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **seventy (70) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **ninety (90) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

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

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars (\$500.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation,

consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **Three Hundred Twelve Thousand, Four Hundred Forty Six Dollars (\$312,446.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Quotation #033021r2 set forth in **Attachment A** (which includes separate quotes for each Bucks Hill and Kingsbury Schools). Contractor's Quotation #033021r2, dated March 30, 2021, is attached hereto in Attachment A, and is summarized below:

6.1.1 Bucks Hill Playground Total.....	\$157, 539.00
6.1.1.1 (Item #s 714, Surface, Demo,	
Slab, Install, Topsoil, Bond)	\$193,869.00
6.1.1.2 (Item # CT DAS State Contract	
Discount #17PSX0081).....	(- \$36,333.00)
 6.1.2 Kingsbury Playground Total	 \$154,907.00
6.1.2.1 (Item #s 714, Surface, Demo, Site,	
Curb, Install, Bond, Fence, Topsoil).....	\$194,947.00
6.1.2.2 (Item # CT CT DAS State Contract	
Discount #17PSX0081).....	(- \$40,040.00)
 TOTAL Bucks Hill & Kingsbury	 \$312,446.00

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage **five percent (5%)** of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized

City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

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

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

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

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

6.7. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a

written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

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

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

6.9.1 submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

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

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor

workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

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

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

9. Indemnification.

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on

the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

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

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

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

11.4.1 General Liability Insurance:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

\$2,000,000.00 Products and Completed Operations Aggregate

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

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 **\$500,000.00**

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

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

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

11.4.4 Excess/Umbrella Liability Insurance:

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and contributory basis on all policies except Worker's Compensation and Professional Liability, All policies shall include a Waiver of Subrogation except Builder's Risk and Professional Liability."** The City's information and identifying project information 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, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN.

STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor 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, sexual orientation, 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, sexual orientation, 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, sexual orientation, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

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

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

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

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

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

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

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

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

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and

permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing

construction work and all lower tiered (level) providers of construction work.

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

- i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

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

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

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

- i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.
- ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.
- iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.
- iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

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

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

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

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

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

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

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

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

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

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

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for

training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably

adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

16.4. Rights Upon Termination.

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

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

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or

licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. 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 either Party's 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 use their best efforts to meet the schedule set forth in Section 5 of this Contract.

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

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

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information

to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

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

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

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract,

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

- i.** Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii.** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) State of Connecticut, Department of Administrative Services Contract No. 17PSX0081; (ii) Contractor's Quotation #033021r2 dated March 30, 2021; (iii) Drawings; and (iv) the State of Connecticut, U.S. Consumer Product Safety Commission, and American Society for Testing and Materials (ASTM) publications pertaining to school construction, playground safety, and playground equipment materials and testing, respectively, as relates to this Project. Said historical documents are all attached hereto as part of **Attachment A**.

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

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

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.

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

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

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

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

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

Contractor: Creative Recreation, LLC
P.O. Box 330235
West Hartford, Connecticut 06133

City: City of Waterbury
Dept. of Education, School Inspector's Office
Chase Municipal Building
236 Grand Street
Waterbury, CT 06702

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

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

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

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

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

35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.

- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office in the Department of Education.

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print Name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print Name: _____

Date: _____

WITNESSES:

CREATIVE RECREATION, LLC

Sign: _____
Print Name: _____

By: _____
Print Name: _____

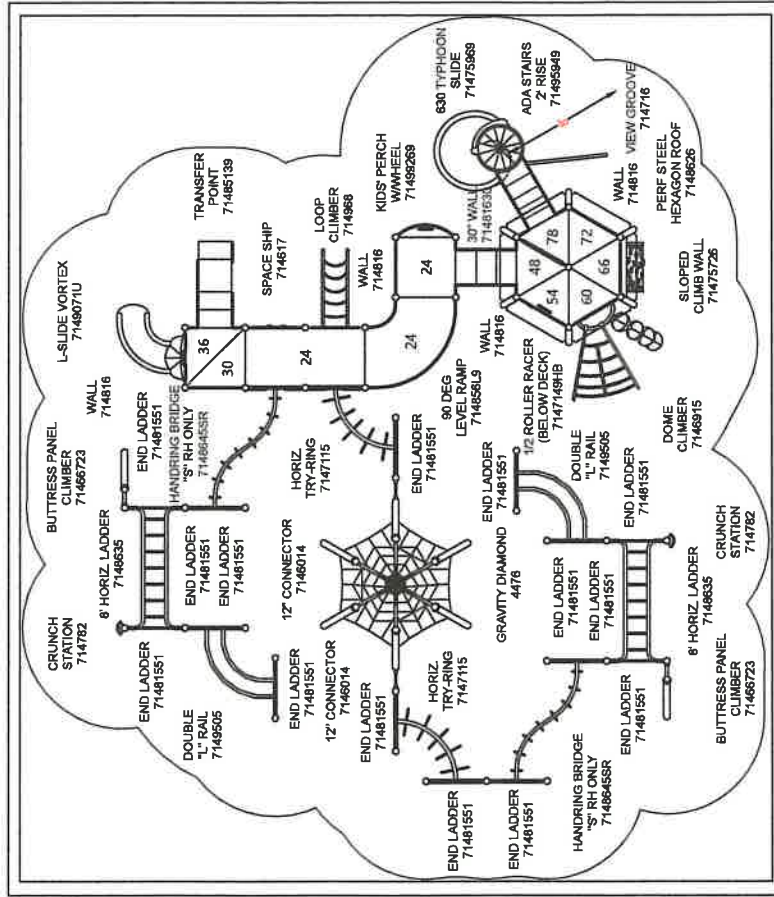
Sign: _____
Print Name: _____

Its: _____
(Title)

Date: _____

ATTACHMENT A

1. State of Connecticut, Department of Administrative Services, Contract No. 17PSX0081 for Playground, Recreation and Park Equipment ("State Contract") (incorporated by reference);
2. Contract Award Supplement #4 to State of Connecticut, Department of Administrative Services, Contract Award No. 17PSX0081, consisting of 4 pages, dated June 2, 2020 (incorporated by reference);
3. Drawing for "BUCKS HILL SCHOOL" prepared by Creative Recreation, consisting of 1 page, dated January 11, 2021 (attached hereto);
4. Drawing for "KINGSBURY ES" prepared by Creative Recreation, consisting of 1 page, dated January 12, 2021 (attached hereto);
5. Creative Recreation's Quotation #033021r2, dated March 30, 2021, consisting of 2 pages (attached hereto);
6. U.S. Consumer Product Safety Commission's "Public Playground Safety Handbook," Publication No. 325, 2010 Edition, consisting of 61 pages, available at: <https://www.cpsc.gov/s3fs-public/325.pdf>; (incorporated by reference);
7. American Society of Testing and Materials' (ASTM) F1487-17, "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM International, West Conshohocken, PA, 2017, www.astm.org, available at: <http://www.astm.org/cgi-bin/resolver.cgi?F1487>, (incorporated by reference);
8. State of Connecticut, Department of Administrative Services, "Connecticut School Construction Standards and Guidelines," dated September 22, 2016, consisting of 182 pages, available at: <https://portal.ct.gov/-/media/DAS/Office-of-School-Construction-Grants/Task-113---Office-of-School-Construction-Grants-and-Review/CT-Standards-and-Guidelines/CT-Standards-and-Guidelines-APPRVD-09-22-2016.pdf?la=en>, (incorporated by reference);
9. Contractor's Certificate of Insurance (attached hereto);
10. Contractor's Performance Bond (attached hereto or otherwise incorporated by reference);
11. Contractor's Payment Bond (attached hereto or otherwise incorporated by reference);
12. State of Connecticut Prevailing Wage Rate documentation dated April 8, 2021 and related Important Information document, consisting of 10 pages (attached hereto);
13. Any and all Contractor's applicable Commission on Human Rights and Opportunities ("CHRO") compliance documents and set-aside documents (incorporated by reference);
14. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
15. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
16. All permits and licenses (incorporated by reference); and
17. Any and all amendment(s) and Change Orders issued by the City after execution of agreement (incorporated by reference).



CREATIVE RECREATION
PHONE NO: (860) 953-5336
FAX NO: (860) 953-5337
135 Day Street
Newington, CT
GROUND SPACE: 48'-6" x 37'-6"
PROTECTIVE AREA: 58'-0" x 50'-0"
DRAWN BY: John Ciccarello

KINGSBURY ES

COMPLIES TO ASTM/CPSC

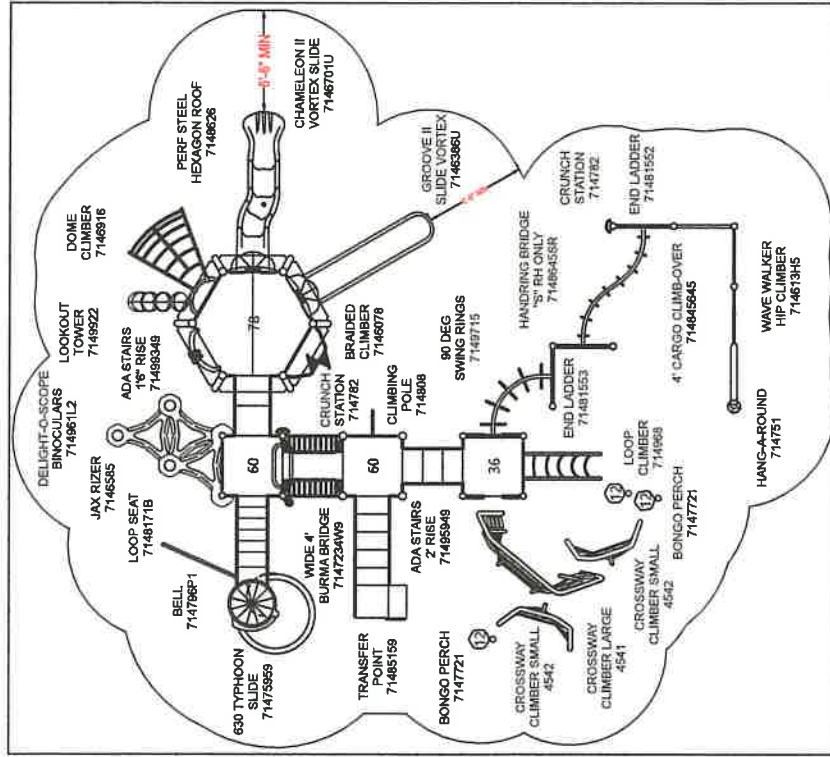
COMPLIES TO ADA

DATE: 1/12/2021

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEDAA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

**AN ENERGY ABSORBING PROTECTIVE SURFACE
IS REQUIRED UNDER & AROUND ALL PLAY
SYSTEMS**

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playstation's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

BUCKS HILL SCHOOL

COMPLIES TO ASTM/CPSC

COMPLIES TO ADA

CREATIVE RECREATION

135 Day Street
Newington, CT
PHONE NO: (860) 953-5336
FAX NO: (860) 953-5337

GROUND SPACE: 36'-8" x 42'-6"

DATE: 1/11/2021

DRAWN BY: John Ciccarello



QUOTATION #033021r2

To:

City of Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702
Chris Harmon

Date
Project
Phone
Email

3/30/2021
Playground Project
203-910-5925
charmon@waterbury.k12.ct.us

We propose to furnish and install the following described materials:

Qty	Item #	BUCKS HILL PLAYGROUND	Price Total
1	714	Miracle Center Stage Surface Mount System	80,742.00
1	Surface	IPEMA Certified Synthetic Poured in Place Surfacing 2750sf	41,250.00
1	Demo	Remove & Legally Dispose of Existing Equipment & Woodfiber	5,200.00
1	Slab	Concrete Slab in lieu of drainage & drywell	28,930.00
1	Install	Factory Authorized Installation	31,890.00
1	Topsoil	Topsoil & Seed All Disturbed Areas	1,900.00
1	Bond	Performance & Payment Bond	3,960.00
1	DAS	CT DAS State Contract Discount #17PSX0081	-36,333.00
1	Total	Playground Total	\$157,539.00
Qty	Item #	KINGSBURY PLAYGROUND	Price Total
1	714	Miracle Kids Choice System	88,979.00
1	Surface	IPEMA Certified Synthetic Poured in Place Surfacing 2900sf	43,500.00
1	Demo	Remove & Legally Dispose of Existing Equipment & Woodfiber	5,200.00
1	Site	Excavate & Prepare Site to accept rubber safety surfacing	9,250.00
1	Curb	108 Linear Feet Concrete Curbing	3,456.00
1	Install	Factory Authorized Installation	31,142.00
1	Bond	Performance & Payment Bond	3,936.00
1	Fence	4' Chain Link Fence With (1) ADA Gate 158'	7,584.00
1	Topsoil	Topsoil & Seed All Disturbed Areas	1,900.00
1	DAS	CT DAS State Contract Discount #17PSX0081	-40,040.00
1	Total	Playground Total	\$154,907.00

PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT*

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders

IF QUOTING INSTALLATION, PRICE ASSUMES:

- Normal soil conditions (must meet or exceed 2000PSF). Abnormal conditions include, but are not limited to stump dumps, ledge and underground springs.
- Easy ACCESS to site with trucks (Any re-seeding or repair required if trucks cross landscaping, sidewalks or grass areas are the responsibility of the customer unless otherwise noted.) Access to power and water.
- NO allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations
- NO rock excavation. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is the responsibility of the customer, unless these conditions are detailed on as built site drawings and initialed by all parties or are marked on the ground prior to quotation, fabrication and installation.

OWNER SITE PREPARATION AND MAINTENANCE ISSUES

Owner must provide safety fencing to be used by installer around the site. Desired small grade includes sod removal and flat/level surface with drainage. DO NOT INSTALL DRAIN ROCK OR SPREAD SAFETY SURFACE PRIOR TO INSTALLATION. Owner MUST call underground utilities prior to excavation and obtain all approvals/permits. Owner is responsible for keeping children off the playground for 72 hours to allow cement to set. It is the responsibility of the owner to maintain safety surfacing. It is suggested that the owner schedule regular safety and maintenance inspections of the equipment. Please note that this document is not intended to cover all owner responsibilities.

DELIVERY INFORMATION

Whenever possible, the customer will be given a 24 hour notice of delivery on a Miracle truck. Allow four to six weeks for delivery (or less) after receipt of order and deposit. Assistance is needed to unload (3 to 4 capable adults to assist the driver). Delivery point should be in close proximity to the construction site in a secured area. Equipment should be inventoried carefully after unloading. Any discrepancies should be noted on both copies of the freight bill and immediately brought to the attention of Creative Recreation. Visible damage to any piece of equipment should also be detailed on the freight bill. When inspecting, care should be given to minimize tearing of packaging. Packaging for any damaged product should NOT be discarded. If possible, damaged product should be returned in its original packaging. If concealed damage is found, contact Creative Recreation within one week of delivery to ensure that reporting procedures can be followed in a timely manner.

Quote good for 30 days, subject to review thereafter

This quotation, after acceptance by the buyer and when thereafter approved in writing by an authorized official of the seller, will become a contract. Until so approved, it is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 30 days, this quotation is subject to possible price revision. Signature will not substitute for a Purchase Order if a Purchase Order is required by customer.

Creative Recreation LLC

John W. Hollerbach

Accepted By:

Printed Name of Buyer

Approved by:

John W. Hollerbach

Authorized Signature

Authorized Signature

Date:

Title: President

Date: 3/30/2021

Unless otherwise provided as a special term, all shipments are F.O.B. seller's plant, Monett, MO.
Allow at least four weeks for delivery upon receipt of order and any applicable deposit.



P.O. Box 330235 · West Hartford, Connecticut 06133
Tel 860.953.5336 · Fax 860.953.5337 · www.creativerec.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wentworth-DeAngelis, Inc. 20 Batterson Park Rd, Ste 120 Farmington CT 06032		CONTACT NAME: Amie Buonome PHONE (A/C, No, Ext): (860) 676-3073 FAX (A/C, No): (860) 676-2217 E-MAIL ADDRESS: amie@wdkinsurance.com	
INSURED Creative Recreation, LLC 135 Day Street Newington CT 06111		INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Compan INSURER B: Arbella Insurance Group INSURER C: Kinsale Insurance Company INSURER D: ACE American Insurance Company INSURER E: The Ohio Casualty Ins Co INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 21/22 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CF4GL01074-211	03/21/2021	03/21/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1020074408-03	06/04/2020	06/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Uninsured motorist \$ 1,000,000						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	0100064035-3	03/21/2021	03/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	EACH OCCURRENCE \$ 1,000,000						
	AGGREGATE \$ 1,000,000						
	\$						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	2E29876	05/17/2021	05/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
E	Installation Floater			1BMO 21 60915328	01/29/2021	01/29/2022	Jobsite Limit 100,000
	Max Jobsite Limit 100,000						
	Deductible 500						

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

Project- Playground Improvements @ Bucks Hill School & Kingsbury School

The City of Waterbury and its BOE are included as an AI on a Primary and Non-Contributory basis on all policies except WC and PL. Waiver of Subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

Rochdi Maghfour SBO Accounting Manager Waterbury Public Schools 236 Grabb Street Waterbury CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 091344C

Conforms to Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

CREATIVE RECREATION, LLC

131 DAY STREET

NEWINGTON, CT 06111

OWNER:

(Name, legal status and address)

CITY OF WATERBURY

235 GRAND STREET

WATERBURY, CT 06702

CONSTRUCTION CONTRACT

Date: 4/26/2021

Amount: THREE HUNDRED TWELVE THOUSAND, FOUR HUNDRED FORTY SIX DOLLARS (\$312,446.00)

Description:

(Name and location)

F. J KINGSBURY ELEMENTARY SCHOOL AND BUCKS HILL ELEMENTARY SCHOOL PLAYGROUND IMPROVEMENT -
PLAYSCAPE EQUIPMENT AND INSTALLATION

BOND

Date: 4/26/2021

(Not earlier than Construction Contract Date)

Amount: THREE HUNDRED TWELVE THOUSAND, FOUR HUNDRED FORTY SIX DOLLARS (\$312,446.00)

Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: CREATIVE RECREATION, LLC

(Corporate Seal)

SURETY

Company: Westfield Insurance Company

(Corporate Seal)

Signature: 

Name

Signature: 

Name M. E. KERIN

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

and Title:

ATTORNEY-IN-FACT

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

THE KERIN AGENCY, INC.

P.O. BOX 330910

WEST HARTFORD, CT 06133

860-953-6881

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14 Definitions**
- 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
- 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/11/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0623342 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
M. E. KERIN, M. A. KERIN, JOINTLY OR SEVERALLY

of **WEST HARTFORD** and State of **CT** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 11th day of **JANUARY** A.D., 2018 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 11th day of **JANUARY** A.D., 2018 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26th day of April A.D., 2021 .



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

Westfield Insurance Company

Westfield Group® 1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Bond No. 091344C

Conforms to Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

CREATIVE RECREATION, LLC

131 DAY STREET

NEWINGTON, CT 06111

OWNER:

(Name, legal status and address)

CITY OF WATERBURY

235 GRAND STREET

WATERBURY, CT 06702

CONSTRUCTION CONTRACT

Date: 4/26/2021

Amount: THREE HUNDRED TWELVE THOUSAND, FOUR HUNDRED FORTY SIX DOLLARS (\$312,446.00)

Description:

(Name and location) F. J KINGSBURY ELEMENTARY SCHOOL AND BUCKS HILL ELEMENTARY SCHOOL
PLAYGROUND IMPROVEMENT - PLAYScape EQUIPMENT AND INSTALLATION

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

BOND

Date: 4/26/2021

(Not earlier than Construction Contract Date)

Amount: THREE HUNDRED TWELVE THOUSAND, FOUR HUNDRED FORTY SIX DOLLARS (\$312,446.00)

Modifications to this Bond:

☐ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: CREATIVE RECREATION, LLC

(Corporate Seal)

SURETY

Company: Westfield Insurance Company

(Corporate Seal)

Signature: 

Name

Signature: 

Name M. E. KERIN

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

and Title:

ATTORNEY-IN-FACT

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

THE KERIN AGENCY, INC.

P.O. BOX 330910

WEST HARTFORD, CT 06133

860-953-6881

- 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
 - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/11/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 0623342 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
M. E. KERIN, M. A. KERIN, JOINTLY OR SEVERALLY

of WEST HARTFORD and State of CT its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this 11th day of JANUARY A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 11th day of JANUARY A.D., 2018, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 26th day of April A.D., 2021.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8016 ♦ Fax (203) 574-8010

Mr. Darren Schwartz
Chief Academic Officer

April 29, 2021

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Approval of an Amendment to a contract between the City of Waterbury
and EBS Healthcare, Inc. for Registered Behavior Technician Services

Dear Honorable Commissioners:

I respectfully request that you approve an Amendment to the Contract between the City of Waterbury and EBS Healthcare, Inc. for registered behavior technician services.

This contract did go out to bid, RFP # 6333. The Amendment seeks to remove the restriction for up to 20 Registered Behavior Technicians (RBTs) in the contract to enable the District to obtain more registered behavior technician services. The Director of Purchasing, Kevin McCaffery, is allowing the removal of the restriction of up to 20 RBTs under Section 38.073 of the Procurement Ordinance finding that the Amendment is consistent with the scope of the original procurement.

The District needs additional staff in the current school year for its autism programs. The removal of the contract restriction as to the number of RBTs that EBS can provide, as set forth by the Amendment, will enable the District to obtain more needed services. The contract currently has enough money to pay for these additional services through the end of the current school year.

In conclusion, I respectfully request that the Amendment to the contract between the City of Waterbury and EBS Healthcare, Inc. be approved.

Sincerely,

Darren Schwartz

Enc. Amendment to contract between the City of Waterbury
And EBS Healthcare, Inc.

**AMENDMENT 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
REGISTERED BEHAVIORAL TECHNICIAN SERVICES – RFP NO. 6333
BETWEEN
THE CITY OF WATERBURY, CONNECTICUT
AND
EBS HEALTHCARE, INC.**

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury (“City”), 235 Grand Street, Waterbury, Connecticut, 06702, and EBS Healthcare, Inc (“Contractor”), located at 200 Skiles Boulevard, West Chester, Pennsylvania 19382, with offices at 1266 East Main Street, Suite 700R, Stamford, Connecticut 06902, a State of Pennsylvania duly registered foreign corporation (jointly referred to as the “Parties” to this Amendment 1).

WHEREAS, the Parties entered into an Professional Services Agreement for Registered Behavioral Technician Services RFP No. 6333, effective as of September 25, 2019 (“Agreement”); and

WHEREAS, the parties wish to amend the Agreement to allow for additional Registered Behavioral Technicians to be provided.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

Paragraph 1.1 shall be revised to read as follows:

“1.1. The Project consists of providing Registered Behavioral Technicians (RBTs), certified by the Behavior Analyst Certification Board (BACB) and supervised by a Board Certified Behavioral Analyst (BCBA), to the Waterbury School District as needed. The RBTs will provide behavioral and related services to students with disabilities, ages 3-21, as directed by the students’ Individual Education Plans (IEPs) and as detailed and described in **Attachment** hereby made a material provision of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof.”

2. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

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

WITNESSES:

CITY OF WATERBURY

Print Name:


By: _____
Neil M. O'Leary
Mayor, City of Waterbury
Duly Authorized

Print Name:

Date: _____


WITNESSES:

EBS HEALTHCARE, INC.



Print Name: Brendan O'Hanlon

By:  _____
John Gumpert
Its Special Ed. Coordinator
Duly Authorized



Print Name: John Anderson


Date: 4/29/2021

CONNECTICUT STATE DEPARTMENT OF EDUCATION
 Bureau of Health/Nutrition, Family Services and Adult Education
SUPPLEMENTAL GRANT APPLICATION FOR ADULT EDUCATION
 Cooperating Eligible Entity (CEE)

INSTRUCTIONS

- Form ED-244A must be sent to the Bureau of Health/Nutrition, Family Services and Adult Education via e-mail on or before 3 p.m. on April 15, 2021.
- Complete all sections of Form ED-244A accurately and thoroughly.
- Use the Excel Budget Template located on the CSDE website for [Adult Education State Grants](#) under Documents/Forms.
- Report all expenditures and revenues to the nearest dollar. Do not include cents. When completing Excel Budget Template pages, refer to the [Budget Buddy](#) guide.
- Include all Letters of Commitment of Funds and payment schedules from all private sources of funds.
- Include LACES tables 1, 2, 3, 4, 4a, 4b, 4c and 6 with the ED-244A application.
- The Edit Check must be completed and signed by someone other than the individual who completes the ED-244A.
- Send copies as directed on page ii.
- As part of the Statement of Assurances, the Signatory Authorization (page 7) from the Provider District Superintendent and the CEE Agency Head is required.

APPLICANT INFORMATION

1. Organization: Waterbury Adult Education	District or Agency: Waterbury	Town/Agency Code: 151
2. Name of Cooperating Eligible Entity: Literacy Volunteers of Greater Waterbury, Inc.		Phone: 203-754-1164
3. CEE Address: 267 Grand St.	Town: Waterbury	Zip Code: 06702
4. Completed by: Jessica Reho	Title: Executive Director	Phone: 203-754-1164
5. Signature: 		Date: 4/8/21

PROPOSED BUDGET

A. Anticipated revenues from private sources	\$85,078
B. FY 2022 State Adult Education reimbursement percentage for the district (0-65%)	63.84%
C. Anticipated state grant (A x B). Not to exceed 20 percent of FY 2021 state grant to provider district or RESC	\$54,313
D. TOTAL project budget (A + C)	\$139,391

CEE PROGRAM ABSTRACT

Name of CEE: Literacy Volunteers of Greater Waterbury, Inc.	
Total State Funds Requested: Not to exceed 20 percent of FY 2021 state grant to provider district or RESC.	\$54,313
Program Beginning Date: JULY 1, 2021	Program Ending Date: JUNE 30, 2022

CEE will serve students in the following Adult Education Program Areas: (check all that apply)	<input type="checkbox"/> Citizenship <input checked="" type="checkbox"/> ESL <input checked="" type="checkbox"/> ABE/GED <input type="checkbox"/> CDP <input type="checkbox"/> NEDP
---	--

TABLE 1 - Total students/enrollments in CEE Adult Education Programs per area: To complete the FY 2020 Final column, use data from the final Program Profile report for FY 2020 and LACES data for FY21. To complete the FY 2021 Year to Date column, refer to the current data in LACES.

	FY 2020 Final		FY 2021 Year to Date	
	Students	Enrollments	Students	Enrollments
Americanization/Citizenship				
English as a Second Language (ESL)	75	75	29	29
Elementary Basic Skills (ABE) and GED® Preparation	7	7	1	1
High School Credit Diploma				
National External Diploma Program				
TOTALS	82	82	30	30

TABLE 2 - Projected number of students in CEE Adult Education Programs: Based on the data reported in Table 1, enter the total **projected** number of students expected for **FY 2022** and then calculate anticipated per pupil cost.

Total number of students anticipated to be served by the “ Total ” Project Budget. (Proposed Budget page 1, item D.)	100
Anticipated Per Pupil Cost.	\$1,393

PROJECT DESIGN: (Give a brief description of the overall plan of the project.)

Services are provided to both Basic Literacy and ESL students who are either:

- Unable or unprepared to attend and/or function in a traditional Adult Education program or
- In need of supplemental tutoring to succeed in the Adult Education program.

LVGW staff provides intake interviews and assessments to evaluate both the life-skills and language abilities of each student. An individual plan of instruction is developed for each student based on assessment results and personal goals. Students are then placed in an appropriate one-on-one or small group tutoring class with a LV trained and certified volunteer tutor. Tutors and students meet for a minimum of 1 ½ hours each week either in person at our office or virtually via Zoom, FaceTime, WhatsApp, etc. LVGW staff members provide volunteer training and continued support to tutors and students. Staff also tracks instructional hours and monitors the progress of those learners enrolled in the program. Pre and post-tests are conducted at appropriate intervals, normally after 40 hours of instruction. Our services are not conducted in lieu of Adult Education programs. We work cooperatively with Waterbury Adult Education. When appropriate we make referrals to each other. LVGW and WAE are in contact and work together to support our students.

PROGRAM QUALITY PLAN SECTION ONE

Provide a response to the following questions:

1. What services will be provided by each of the collaborating agencies of this CEE project?

LVGW works cooperatively with Waterbury Adult Education to provide educational services to adult learners in Waterbury. Through the effective use of trained tutors, LVGW offers individual and small group Basic Literacy and ESL instruction. Trained personnel, both staff and volunteers, provide intake interviews and assessments of all prospective students. Utilizing the CASAS appraisal, students are evaluated on language skills as well as life skills. Individual learning plans are developed for each student based on their assessment and personal goals. Students are tutored a minimum of 1 ½ hours per week. In addition to the traditional tutoring program, LVGW offers supplemental student learning activities including: conversational skill building, basic life skills, computer assisted learning, citizenship preparation coursework and job skills development programs.

2. How do the services mentioned above enhance or supplement (not supplant) services provided to the target population through each of the collaborating agencies?

It is estimated that more than half of Waterbury adults are functioning at the lowest levels of literacy. There is a critical need for literacy services and neither LVGW nor Waterbury Adult Education could supplant the services provided by the other.
--

The LVGW program is designed to provide student-centered, individualized instruction. Therefore, our tutoring program is considered supplemental to the traditional WAE program. Across the state, Literacy Volunteers affiliates are recognized as leaders in teaching adults with the lowest literacy levels. Many of our students are unable to attend Adult Education classes or enroll in work-based courses because their skills are too low. Our objective is to provide a continuum of preparation so that our adult learners may better transition into Adult Education or workplace education programs.

3. What means will each partner use to evaluate the effectiveness of the collaboration?
--

LVGW staff and WAE staff are in touch as needed during the program year, and meet to evaluate our collaborative relationship and discuss improvements for the delivery of our services.

Students are first assessed with an initial appraisal and then the appropriate form of CASAS. To measure student progress, we evaluate outcomes by administering the appropriate form of CASAS after every 40 hours of instructional time. Student hours and progress are submitted monthly by tutors. These results are recorded and maintained in the LACES data system. In addition, LVGW will document other benchmarks and indicators of individual student success based on tutor reports.
--

4. What is the CEE's plan for managing the data entry into LACES (e.g., will the data be entered by the CEE on-site)? If 'yes,' does the CEE have Internet connectivity?

LVGW manages LACES on-site and data is entered by our Student Program Manager (and sometimes our Executive Director) through Internet connectivity.

5. What method will be utilized by the local or regional board of education or RESC to distribute the CEE grant dollars to the CEE?
--

Funds will be distributed to LVGW following the submission and approval of requisition forms and supporting documentation to the City of Waterbury through Waterbury Adult Education.

PROGRAM QUALITY PLAN SECTION TWO

When developing your CEE program's goals, objectives, activities and measurable outcomes for this section, please refer to your agency's **FY 2020 Program Profile** and LACES data as well as Connecticut's Core Performance Benchmarks from the State Plan for Adult Education, as guides. Adult Education programs should establish their goals and measure their performance in accordance with the above documents.

Identifying CEE Adult Education Program Goals and Objectives:

Using the tables on pages 5-6, list at least **three** goals from the list provided below. Be sure to include accompanying objectives that you have established for this CEE project. When identifying your program's goals and objectives, please ensure that they:

- respond to the educational needs of the adult population;
- demonstrate program development, improvement, new initiative;
- reflect an analysis of the data reported in the district's Program Profile and LACES NRS tables and data;
- enhance program accountability; and
- advance college and career readiness through implementation of the College and Career Readiness Standards.

At least three goals must be chosen that support and enhance program improvement and accountability:

1. Program planning and operations
2. Student recruitment
3. Student retention
4. Improving learning gains and secondary completion
5. Curriculum and/or instruction
6. Transition and/or support services
7. Digital literacy
8. Interagency collaboration
9. Services for adults with disabilities
10. Worksite collaborative
11. Implementation of College and Career Readiness Standards*
12. Other (be specific)

When stating your goals and objectives, be sure to:

- include those **activities** that you will undertake to successfully achieve state objectives;
- state the specific **measurable** results you anticipate; and
- indicate the **methods to verify** that results have been achieved.

*Application must include at least one goal related to the College and Career Readiness Standards.

Goal 1: Student Recruitment	
Objectives: Literacy Volunteers will increase student recruitment by at least 15% in the 2021-22 program year	
Activities What specific activities will you undertake?	Measurable Outcomes What specific measurable results do you expect? How will you verify these results have been achieved?
-Participate in community forums -Partner with Waterbury Public schools to distribute flyers and information -Utilize website, Facebook, constant contact to distribute program information to as many people as possible -Collaborate with community agencies	-Increase enrollment over the course of the program year by at least 15% -Survey students to see how they heard about LVGW to see if our increased recruitment efforts are effective -Increase community partnerships which will hopefully increase referrals as well


Goal 2: Improve Learning Gains/Improve writing skills (CCR Anchor 3 Writing Standards)	
Objectives: Improve the percentage of students who move up an educational level and improve mean score gains and also practice writing narratives to develop real or imagined experiences or events using effective technique, well-chosen details and well-structured event sequences	
Activities What specific activities will you undertake?	Measurable Outcomes What specific measurable results do you expect? How will you verify these results have been achieved?
<ul style="list-style-type: none"> -Access each student at intake -Track and monitor student hours and progress on a monthly basis using tutor reports -Post-test students after 40 hours of instruction or at least once per year and log in LACES -Students will write narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order, and provide some sense of closure -Students will answer a "Question of the Month" and responses will be discussed with the tutor and sent to the Executive Director to be published on our Facebook Page (anonymously) to not only help students practice their writing but also to help promote the importance of our program 	<ul style="list-style-type: none"> -Document increased number of matched scaled scores meeting/exceeding performance standards for both ABE and ESL Students - Track whether students achieved target of a minimum 4-point gain for the year in CASAS scale score -Students will participate in "Hear My Voice" a LVGW event where they write personal stories about their life or create fictional stories to practice CCRS skills and then read them to an audience practicing both their reading and speaking skills in English (some reading to an audience for the first time) – if COVID restrictions allow for the event - Students will submit written responses to our "Question of the Month" and hopefully with each month their writing skills will improve (improvements and goals met are reported monthly via tutor reports)

Goal 3: (Other) Development of Staff and Tutors	
Objectives: LVGW will enhance the knowledge and skills of staff and tutors to increase effectiveness of program	
Activities What specific activities will you undertake?	Measurable Outcomes What specific measurable results do you expect? How will you verify these results have been achieved?
<ul style="list-style-type: none"> - Executive Director and Student Program Manager will attend trainings/workshops (Disability, CCR, CASAS, CAACE Conference etc.) and will share learnings with tutors -Volunteer tutors will be offered workshops throughout the year (Zoom, distance learning, writing, grammar, etc.) - Staff and tutors will participate in webinars when available 	<ul style="list-style-type: none"> -Executive Director and Student Program Manager will attend all necessary trainings -Before being matched with a student, all tutors will complete the tutor training program -All tutors will attend at least one workshop throughout the year -We will document participation in workshops in tutor files

SIGNATORY AUTHORIZATION

IMPORTANT: Each superintendent or agency head signature below attests to the following:

- knowledge and acceptance of the proposed program and budgets; and
- agreement to abide by the Statement of Assurances A-N submitted through the eGMS.

District: Waterbury	Cooperating Eligible Entity: Literacy Volunteers of Greater Waterbury
Signature (Superintendent of providing district or RESC agency head):	Signature (Agency Director): 
Print Name: Dr. Verna Ruffin	Print Name: Jessica Reho
Title: Superintendent of Waterbury Public Schools	Title: Executive Director
Date:	Date: 4/8/21

COMMITMENT OF PRIVATE SOURCE FUNDS

Enclosed are Letters of Commitment of private source funds for our 2021-22 cooperating eligible entity grant from the following sources:*

Source of Private Funds	Funds Committed
FD Community Federal Credit Union	\$3,237.35
Ion Bank – CD Account	\$11,975.45
Savings Bank of Danbury	\$3,079.17
TD Bank – Money Market	\$2,519.68
Thomaston Savings Bank – CD Account	\$7,817.25
Webster Investment Account	\$21,002.32
Ion Bank – Money Market	\$35,447.59
TOTAL PRIVATE SOURCE FUNDS	\$ 85,078.81
Must equal item A on page 1	

IMPORTANT

*Letters of financial commitment must be written by the agency making the private source donation. Letters of financial commitment should specify that the funds:

- are designated for the CEE activity for the program year 2021-2022;
- are to be paid to the CEE agency by June 30, 2022; and
- if contribution is not a one-time payment, indicate the payment or deposit schedule (into CEE account).

Private contributions cannot be from any public source. This includes federal, state and municipal funds.

FISCAL YEAR: 2022

ED-114 BUDGET FORM

GRANTEE NAME: Literacy Volunteers of Greater Waterbury, Inc.

TOWN CODE: 151

GRANTEE TITLE: ADULT EDUC-COOPERATING ELIGIBLE ENTITY (CEE)

PROJECT TITLE: Adult Literacy

FUND: 11000 SPID: 17030 YEAR: 2022 PROG: 84004 CF1: 170013

GRANT PERIOD: 07/01/2021 – 06/30/2022 AUTHORIZED AMOUNT: \$

AUTHORIZED AMOUNT BY SOURCE:

LOCAL: PRIVATE SOURCE: STATE:

CODES	DESCRIPTIONS	STATE/LOCAL	PRIVATE SOURCE	TOTAL
111A	NON-INSTRUCTIONAL	\$40,000	\$63,000	\$103,000
111B	INSTRUCTIONAL	\$0	\$0	\$0
200	PERSONAL SERVICES-EMPLOYEE BENEFITS	\$6,000	\$13,480	\$19,480
322	IN SERVICE	\$1,000	\$564	\$1,564
330	EMPLOYEE TRAINING AND DEVELOPMENT SERVICES	\$0	\$0	\$0
400	PURCHASED PROPERTY SERVICES	\$0	\$0	\$0
500	OTHER PURCHASED SERVICES	\$4,000	\$3,248	\$7,248
600	SUPPLIES	\$3,313	\$4,786	\$8,099
700	PROPERTY	\$0	\$0	\$0
	TOTAL	\$54,313	\$85,078	\$139,391

ORIGINAL REQUEST
DATE

STATE DEPARTMENT OF EDUCATION
PROGRAM MANAGER AUTHORIZATION

DATE OF APPROVAL

ED-244A FY 2022

Line Item Questions contact: marcy.reed@ct.gov - (860) 807-2130

Town/Agency: Waterbury

Town Code: 151

CEE

111A Non-Instructional (Administrator/Supervisor Salaries)

Total: \$68,000

[illegible]

To clear a cell: Right click on cell then choose "Clear Contents"

111B Instructional (Teachers)

Total: \$0

[illegible]

To clear a cell: Right click on cell then choose "Clear Contents"			
112A Instructional (Education Aides)		Total:	\$0

Total: \$0

[illegible]

Total: \$0

[illegible]

To clear a cell: Right click on cell then choose "Clear Contents"

Total: \$35,000

[illegible]

Total	\$19,480
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To clear a cell: Right click on cell then choose "Clear Contents"

Total: \$1,564

Total: \$0

To clear a cell: Right click on cell then choose "Clear Contents"

400 Purchased Property Services	Total:	\$0
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Total: **\$0**

[illegible]

510 Other Purchased Services (Pupil Transportation)	Total:	\$0
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Total: \$0

[illegible]

To clear a cell: Right click on cell then choose "Clear Contents"

580 Other Purchased Services (Travel)	Total:	\$948
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Total: \$948

[illegible]

Total: \$6,300

To clear a cell: Right click on cell then choose "Clear Contents"

Total: \$0

[illegible]

Total: \$2,039

To clear a cell: Right click on cell then choose "Clear Contents"			
641 Supplies (Textbooks)		Total:	\$6,060

Total: \$6,060

[illegible]

Total: \$0

[illegible]

735 Property (Technology Software)

Total: \$0

[illegible]

GRAND TOTAL: \$139,391

Student:

NRS Table 1: Participants by Entering Educational Functioning Level, Ethnicity, and Sex

Select Reporting System:

NRS FY 20-21

Agency:

LV Waterbury

Enter the number of participants* by educational functioning level, ethnicity/race**, and sex.

Entering Educational Functioning Level (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	M (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
ABE*** Level 1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
ABE Level 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL*** Level 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 3	0	0	0	0	0	0	0	4	0	0	0	0	0	0	4
ESL Level 4	0	0	0	0	0	0	3	3	0	0	1	3	0	0	10
ESL Level 5	0	0	0	0	0	0	0	2	0	0	0	4	0	0	6
ESL Level 6	0	0	0	0	0	0	2	4	0	0	0	2	0	1	9
Total	0	0	0	0	1	0	5	13	0	0	1	9	0	1	30

*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

** See definitions for ethnicity/race categories.

*** ABE = Adult Basic Education; ESL = English as a Second Language

Ethnicity/Race:

Hispanic / Latino: The participant indicates that he/she is a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture in origin, regardless of race.

American Indian / Alaska Native: The participant indicates that he/she is a member of an Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688) [43 U.S.C. 1601 et seq.], which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Asian: The participant indicates that he/she is a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent (e.g., India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan). This area includes, for example, Cambodia, China, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black / African American: The participant indicates that he/she is a person having origins in any of the black racial groups of Africa.

Native Hawaiian / Other Pacific Islander: The participant indicates that he/she is a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White: the participant indicates that he/she is a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

More Than One Race: Participants having origins in more than one racial category at program entry.

Sex:

Male: The participant indicates that he is male.

Female: The participant indicates that she is female.

Student:

NRS Table 2: Participants by Age, Ethnicity, and Sex

Select Reporting System: NRS FY 20-21 Agency: LV Waterbury

Enter the number of participants* by age**, ethnicity/race***, and sex.

Age Group (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19-24	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
25-44	0	0	0	0	0	0	3	5	0	0	0	5	0	1	14
45-54	0	0	0	0	0	0	1	2	0	0	1	1	0	0	5
55-59	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2
60+	0	0	0	0	1	0	0	4	0	0	0	2	0	0	7
Total	0	0	0	0	1	0	5	13	0	0	1	9	0	1	30

*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

**Participants should be classified based on their age at program entry. Participants entering the program prior to the current program year should be classified based on their age at the beginning of the current program year.

***See definitions of ethnicity/race categories.

The totals in columns B–O should equal the totals in columns B–O of Table 1. Row totals in column P should equal corresponding column row totals in Table 3.

Ethnicity/Race:
See Table 1

Sex:
See Table 1

Student:

NRS Table 4

Select Reporting System:

NRS FY 20-21

Agency: LV Waterbury

Measurable Skill Gains by Entry Level

Enter the number of participants for each category listed, total attendance hours, number achieving at least one educational functioning level gain, number who attain a secondary school diploma or its equivalent, and periods of participation outcomes.

First Period of Participation						All Periods of Participation						
Entering Education al Functioning Level (A)	Number of Participan ts (B)	Total Number of Participan ts Excluded from MSG Performan ce (C)	Total Attendanc e Hours for All Participan ts (D)	Number Who Achieved at Least One Education al Functioning Level Gain (E)	Number Who Attained a Secondary School Diploma or Its Recognize d Equivalent (F)	Number Separated Before Achieving Measurabl e Skill Gains (G)	Number Remaining in Program Without Measurabl e Skill Gains (H)	Percentag e Achieving Measurabl e Skill Gains (I)	Total Number of Periods of Participati on (J)	Total Number of Periods of Participati on in Which Participan ts Achieved at Least One Education al Functioning Level Gain (K)	Total Number of Periods of Participati on in Which a Secondary School Diploma or Its Recognize d Equivalent Was Attained (L)	Percentag e of Periods of Participati on with Measurabl e Skill Gains (M)
ABE Level 1	1	0	18.5	0	0	0	1	0	1	0	0	0
ABE Level 2	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 3	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 4	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0
ABE Total	1	0	18.5	0	0	0	1	0	1	0	0	0
ESL Level 1	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0	0	0	0
ESL Level 3	4	0	81	0	0	0	4	0	4	0	0	0
ESL Level 4	10	0	167.5	0	0	0	10	0	10	0	0	0
ESL Level 5	6	0	127.25	0	0	0	6	0	6	0	0	0
ESL Level 6	9	0	177.5	0	0	0	9	0	9	0	0	0
ESL Total	29	0	553.25	0	0	0	29	0	29	0	0	0
Grand Total	30	0	571.75	0	0	0	30	0	30	0	0	0

• Use participant's pretest score for the 1st entry of a program year for initial placement in this table.

- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns E through H. Total number of participants in column B should equal corresponding total number of participants in other NRS tables. Report the most recent measurable skill gain for a participant who achieved more than one measurable skill gain during a period of participation.
- The number in Column C is the number of participants who are being excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these participants should be entered into columns E-G.
- The number in column E is the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- Column F is the number of participants who attained a secondary school diploma or its recognized equivalent.
- Enter only the most recent achievement, if attained, per participant in column E or column F. No participant should have an achievement counted in both columns.
- Column G is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services or activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column H is number of participants who remain enrolled and achieved no measurable skill gain.
- Column B should equal Column C + E + F + G + H.
- Column I is calculated using the following formula: $(\text{Column I}) = (\text{Column E} + \text{Column F}) / (\text{Column B} - \text{Column C})$
- Column J is the total number of periods of participation for each participant. A participant may have more than one period of participation.
- Column K is the Total number of Periods of Participation in which at least one educational functioning level gain was achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column L is the Total number of Periods of Participation in which a secondary school diploma or its recognized equivalent was attained. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column M is calculated using the following formula: $(\text{Column M}) = (\text{Column K} + \text{Column L}) / (\text{Column J})$
- **Period of Participation:** For the Measurable Skill Gains indicator, a new period of participation is counted each time a participant enrolls—even if both enrollments occur within the same program year. It is not necessary to wait until the participant exits the program in order to count a measurable skill gain, because the measurable skill gains indicator is not an exit-based indicator. The skill gain may be counted as soon as it is earned at any point during the participation period of the program year in which it was earned. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times—once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

Student:

NRS Table 4A - Educational Functioning Level Gain

Select Reporting System:

NRS FY 20-21

Agency:

LV Waterbury

English Language Arts (ELA)/Literacy, English Language Proficiency (ELP), Mathematics, Carnegie Units/Credits, and Transition to Postsecondary Education by Entry Level

Enter number of participants achieving educational gain at each level.

Entering Educational Functioning Level (A)	Number of Participants (B)	Number with EFL Gain For ELA/Literacy or ELP by pre-posttesting (C)	Percentage Achieving ELA/Literacy or ELP EFL Gains (D)	Number with EFL Gain for Mathematics by pre-posttesting (E)	Percentage Achieving Mathematics EFL Gains (F)	Number with EFL Gain by Carnegie Units/Credits (G)	Percentage Achieving EFL Gain by Carnegie Units/Credits (H)	Number with EFL Gain by Transition to Postsecondary Education (I)	Percentage Achieving EFL Gain by Transition to Postsecondary Education (J)
ABE Level 1		0	0	0	0	0	0	0	0
ABE Level 2		0	0	0	0	0	0	0	0
ABE Level 3		0	0	0	0	0	0	0	0
ABE Level 4		0	0	0	0	0	0	0	0
ABE Level 5		0	0	0	0	0	0	0	0
ABE Level 6		0	0	0	0	0	0	0	0
ABE Total		0	0	0	0	0	0	0	0
ESL Level 1		0	0	0	0	0	0	0	0
ESL Level 2		0	0	0	0	0	0	0	0
ESL Level 3		0	0	0	0	0	0	0	0
ESL Level 4		0	0	0	0	0	0	0	0
ESL Level 5		0	0	0	0	0	0	0	0
ESL Level 6		0	0	0	0	0	0	0	0
ESL Total		0	0	0	0	0	0	0	0
Grand Total		0	0	0	0	0	0	0	0

Instructions for Completing Table 4A

- Column B is the number of participants who achieved an EFL gain during the program year
- Both ELA/literacy or ELP and Mathematics level gains must be reported for all participants, if tested in both areas. EFL gains reported in Columns C and D may be measured by reading, writing, literacy skills, speaking or listening tests approved for use in the National Reporting System for Adult Education (NRS).
- Report Carnegie unit/credit attainment and entry into postsecondary education for participants who achieved these outcomes. Multiple outcomes are permissible on this table for individual participants.
- In each of Columns C, E, G, and I, record the total number of participants who achieved at least one educational functioning level gain of that type.
- Calculate Percentages as follows:
 - Column D = Column C/Column B
 - Column F = Column E/Column B
 - Column H = Column G/Column B
 - Column J = Column I/Column B

Student:

NRS Table 4B

Select Reporting System: NRS FY 20-21

Agency: LV Waterbury

Educational Functioning Level Gain and Attendance for Pre- and Post-tested Participants

Enter the number of pre- and post-tested participants for each category listed, number of post-tested participants achieving at least one educational functioning level gain, and total attendance hours for post-tested participants.

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours (C)	Number with EFL Gain (D)	Number Separated Before Achieving EFL Gain (E)	Number Remaining Within Level (F)	Percentage Achieving EFL Gain (G)
ABE Level 1		0	0	0	0	0
ABE Level 2		0	0	0	0	0
ABE Level 3		0	0	0	0	0
ABE Level 4		0	0	0	0	0
ABE Level 5		0	0	0	0	0
ABE Total		0	0	0	0	0
ESL Level 1		0	0	0	0	0
ESL Level 2		0	0	0	0	0
ESL Level 3		0	0	0	0	0
ESL Level 4		0	0	0	0	0
ESL Level 5		0	0	0	0	0
ESL Level 6		0	0	0	0	0
ESL Total		0	0	0	0	0
Total		0	0	0	0	0

- Include in this table only participants who are both pre- and post-tested.**
- Column D is the total number of participants (both exited and continuing) who achieved at least one EFL gain by completing at least one level through pre- and post-testing.
 - Column E is the number of participants who achieved no EFL gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
 - Column F represents the number of participants still enrolled who are at the same EFL level as when they entered.
 - Column D + E + F should equal the total in Column B.
 - Each row total in Column G is calculated using the following formula: G = Column D / Column B

Student:

NRS Table 4C

Select Reporting System:

NRS FY 20-21

Agency: LV Waterbury

Measurable Skill Gains by Entry Level for Participants in Distance Education

Enter the number of participants for each category listed, total attendance hours, number achieving at least one educational functioning level gain, number who attain a secondary school diploma or its equivalent, and periods of participation outcomes.

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours for All Participants (C)	Number Who Achieved at Least One Educational Functioning Level Gain (D)	Number Who Attained a Secondary School Diploma or Its Equivalent (E)	Number Separated Before Achieving Measurable Skill Gains (F)	Number Remaining in Program Without Measurable Skill Gains (G)	Percentage Achieving Measurable Skill Gains (H)	Total Number of Periods of Participation (I)	Total Number of Periods of Participation with Measurable Skill Gains (J)	Percentage of Periods of Participation with Measurable Skill Gains (K)
ABE Level 1	0	0	0	0	0	0	0	0	0	0
ABE Level 2	0	0	0	0	0	0	0	0	0	0
ABE Level 3	0	0	0	0	0	0	0	0	0	0
ABE Level 4	0	0	0	0	0	0	0	0	0	0
ABE Level 5	0	0	0	0	0	0	0	0	0	0
ABE Level 6	0	0	0	0	0	0	0	0	0	0
ABE Total	0	0	0	0	0	0	0	0	0	0
ESL Level 1	0	0	0	0	0	0	0	0	0	0
ESL Level 2	0	0	0	0	0	0	0	0	0	0
ESL Level 3	1	23.5	0	0	0	1	0	1	0	0
ESL Level 4	9	151.5	0	0	0	9	0	9	0	0
ESL Level 5	5	101.25	0	0	0	5	0	5	0	0
ESL Level 6	8	162	0	0	0	8	0	8	0	0
ESL Total	23	438.25	0	0	0	23	0	23	0	0
Grand Total	23	438.25	0	0	0	23	0	23	0	0

Include in this table only participants who are counted as distance education participants . This table is a subset of the participants reported in Table 4.

- Use participant's pretest score for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns D through G.
- The number in column D is the number of participants who completed one or more Educational Functioning Level gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- Column E is the number of participants who attained a secondary school diploma or its equivalent.
- Enter only the most recent achievement, if attained, per participant in column D or column E.
- Column F is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column G is number of participants who remain enrolled and achieved no measurable skill gain.
- Column D + E + F + G should equal the total in column B.
- Column H is calculated using the following formula: (Column H) = (Column D + Column E) / (Column B)
- Column I is the total number of periods of participation for each participant. A participant may have more than one period of participation.

- Column J is the number of periods of participation in which a Measurable Skill Gain is achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Participants may achieve more than one gain per period of participation. However, a maximum of one gain per period of participation is reported in column J.
- Column K is calculated using the following formula: $(\text{Column K}) = (\text{Column J}) / (\text{Column I})$

OMB Number 1830-0027, Expires 08/31/2017.

SERVICE AGREEMENT
RFP No. 6842
for
Student Bus Transportation Services
Regular Education Bus Transportation Services
between
The City of Waterbury, Connecticut
and
Durham School Services, Limited Partnership

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and Durham School Services, Limited Partnership, located at 2601 Navistar Drive, Lisle, Illinois, 60532, a State of Delaware duly registered limited partnership ("Durham").

WHEREAS, Durham submitted a proposal to the City responding to Request for Proposal No. 6842 for Student Bus Transportation Services; and

WHEREAS, the City accepted Durham's proposal for RFP No. 6842; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Durham shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals necessary to complete the Services as specified in this Agreement (also referred to herein as "Agreement") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Durham shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete. This Agreement contemplates a minimum of 181 operating days per school year.

1.1 Services to be Provided. The Services shall consist of Student Bus Transportation Services, Regular Education Bus Transportation Services as provided below and as shown on "**Attachment A**" attached hereto and hereby made material provisions of this Contract. The Services shall include the following:

- 1.1.1.** Durham shall provide regular daily transportation AM/PM buses as required, supplying at least 125 school buses;
- 1.1.2.** Durham shall provide additional or delete buses, as required by the City, from the 125 school buses during the term or for summer school as required by the City;
- 1.1.3.** Durham shall provide school buses for early dismissal/split dismissal as required by the City;

- 1.1.4.** Durham shall provide school buses for Athletics, co-curricular, extra-curricular activities, Allied Health Program, Technical Ed Program, Field Trips or other Student Activities (in and out of town) as required by the City;
- 1.1.5.** Durham shall provide school buses for all after school programs not covered in 1.1.4 above as required by the City;
- 1.1.6.** Durham shall provide daily round trip transportation of students from their homes to Southington High School, V.O.A.G. program, Southington, Ct. and return to their home, as required by the City;
- 1.1.7.** Bus Aids (Optional) as may be required by the City.
- 1.1.8.** All buses and vehicles

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 Durham. 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:

Attachment A shall consist of the following:

- 1.2.1** City of Waterbury’s Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, consisting of 65 pages, excluding Sample City Contract, (attached hereto);
- 1.2.2** City of Waterbury’s Student Bus Transportation Services, Regular Education Bus Transportation Services Addendum #1 to RFP No. 6842 consisting of 4 pages (attached hereto);
- 1.2.3** Durham’s Revised “Pricing Proposal Form” for RFP #6842 dated March 26, 2021 consisting of 1 pages (attached hereto);
- 1.2.4** Durham’s response to City of Waterbury’s Student Bus Transportation Services, Regular Education Bus Transportation Services RFP No. 6842, dated February 22,2021, excluding Durham’s Clarifications to RFP and Clarifications to Professional Service Agreement (incorporated by reference);
- 1.2.5** Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of Contract (incorporated by reference);
- 1.2.6** Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated by reference);
- 1.2.7** Performance and Payment Bonds (incorporated by reference);
- 1.2.8** Certificate(s) of Insurance (incorporated by reference);

1.2.9 All applicable Federal, State and local statutes, regulations, charter and ordinances;

1.2.10 All permits and licenses.

2. Durham Representations Regarding Qualification and Accreditation. Durham makes the following representations:

2.1 Representations Regarding Personnel. Durham represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Durham 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. Durham hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Durham and/or its employees be licensed, certified, registered, or otherwise qualified, Durham and all employees providing services under this agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, Durham shall provide to the City a copy of Durham's licenses, certifications, registrations, etc.

3. Responsibilities of Durham.

3.1 Confidentiality/non/Disclosure

All data, information, etc. given by the City to Durham and/or created by Durham created or produced in conjunction with the performance of the Services shall be treated by the Durham 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 the Services under this agreement. Durham agrees to hold in confidence all files, records, documents and other information which may come into its possession during the Term of this Agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, in the event that Durham is requested or required by applicable law, regulation or legal process, including but not limited to the body of law established by the Freedom of Information Act, to disclose any City data or information. Durham shall make such disclosure, but only after it provides written notice to the City of the existence, terms and circumstances surrounding such request or obligation so that the City may take steps to seek an appropriate protective order or otherwise resist or narrow such requests or requirement. Further, Durham shall have the right to disclose City data or information to its attorneys or accountants on a need-to-know basis.

3.2 Performance Criteria

The parties agree that the provision of school transportation services is a high visibility, highly sensitive program which seriously impacts public perception of Waterbury Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which Waterbury Schools may suffer as a result of poor service. Damages may be assessed should any of the scope of services be violated in the manner or nature as listed. In the event the specific violation is not delineated, damages shall not exceed \$100 per occurrence. Therefore the parties agree that failure by Durham to provide services as outlined herein, during the term of this contract will result in the City, assessing against Durham as performance damages and not by way of penalty, the following schedule of assessment:

3.2.1 Vehicles and Drivers: If Durham does not provide the required number of vehicles for any part of this contract, a \$500.00 deduction per vehicle or driver, per day shall be deducted from the invoice payment to Durham for services.

3.2.2 Service Interruption: A route which is completed more than 15 minutes before or behind schedule shall be considered a failure to operate satisfactorily and a deduction of \$100.00 shall be made for each incident, each day.

3.2.3 Inclement Weather: No deduction shall be made in the event of delays due to inclement weather beyond Durham's control.

In the event that service is interrupted on any regular school route for any reason, Durham must use a comparable vehicle (spare) in order to complete the contracted service. Any vehicle used to cover interrupted service must be able to reach the point of breakdown within 20 minutes (City) or 30 minutes (out of City limits) of notification by driver. Durham must notify the school involved and the City's Transportation liaison immediately. Failure to comply with this paragraph will result in an invoice deduction of \$100.00 per incident

3.2.4 Failure to Follow Route: If Durham fails to follow the vehicle route as designated by the City this will result in an invoice deduction of \$100.00 per incident.

3.2.5 Any incident in which a student is left on a bus unattended after the route is completed will result in a deduction of \$1500.00 per incident.

3.2.6 Accident Reports: If Durham fails to provide accident reports as required it will be considered failure to perform satisfactorily and a deduction of \$500.00 per incident/per day shall be taken from the invoice payment to Durham.

3.2.7 Pick-Up and Drop-off Point: If Durham fails to provide transportation to the designated pick-up or drop-off point as required it will be considered

failure to perform satisfactorily and a deduction of \$100.00 per incident shall be taken from the invoice payment to Durham.

3.2.8 Performance Bond: Failure to provide a performance bond pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to Durham.

3.2.9 Insurance: Failure to provide an insurance certificate pursuant to the provisions of this contract shall be deemed a default, and a deduction of \$500.00 per day shall be taken from the invoice payment to Durham.

3.2.10 Monitors: Durham's failure to allow the monitor to ride the vehicle or provide transportation to the designated drop-off point as required will be considered failure to perform satisfactorily and a deduction of \$100.00 per incident shall be taken from the invoice payment to Durham.

3.2.11 Late Reports: Failure to provide any of the reports or the certificate of insurance required under this contract shall result in a deduction of \$500.00 for every calendar day late from the due date.

3.2.12 Application of Performance Damages: Durham may have performance damages applied in succession. For example, if a driver starts a route fifteen (15) minutes before schedule a deduction of \$100.00 will be taken; if the driver also changes the order of the route or forgets to pick up a designated stop on the same route an additional \$100.00 will be taken.

3.2.13 All buses and vehicles used for the Services shall be 2016 buses and vehicles, or newer.

3.2.14 Pick-up and Drop offs Timeline: If at any time a student is dropped off at school more than thirty (30) minutes prior to the school starting time or more than fifteen (15) minutes after the close of school, this shall be deemed a default and a deduction of twenty five dollars (\$25) will be deducted per school bus incident.

3.3 In the first thirty (30) days of the school year, no performance damages shall be assessed if the performance failure arose out of the route in of the new school year.

3.4 Within Five (5) business days of the performance failure and occurrence of an event giving rise to a performance or liquidated damage claim, the District shall notify, in writing, Durham's General Manager (of the Contractor location that performs the services), and in a form of notice acceptable to Durham's General Manager (email is acceptable) of the occurrence. Notice shall include specifics of the occurrence, including the date of the occurrence and sufficient description of the occurrence in reference to the contract provision allowing for the assessment of liquidated damage. The assessment of the liquidated damages shall be made within 31 business days following the written notice to Durham.

- 3.5 Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. The standard of care and skill for all services performed by Durham shall be that standard of care and skill ordinarily used by other members of Durham's profession practicing under the same or similar conditions at the same time and in the same locality. The Durham's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.
- 3.6 Durham's Employees.** Durham 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 services provided.
- 3.7 Due Diligence Obligation.** Durham 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. Durham 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 Durham to complete Due Diligence prior to submission of its proposal shall be borne by Durham. Furthermore, Durham 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 Services, including, but not limited to, adherence to specifications and pricing for the Services;
- 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 Durham, or otherwise required, during the performance of its Services, the sole responsibility for any modification, delay and cost of such changes shall reside with Durham;
- 3.7.5** has familiarized itself with the nature and extent of the services to be provided, Contract Documents, 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 Services;

3.7.6 has given the City written notice of any conflict, error or discrepancy that Durham 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 Services.

3.8 Reporting Requirement. Durham shall deliver periodic written reports to the City's Department of Education. The reports shall include accident reports, incident reports, disciplinary reports, vehicle inspection reports, fuel reports based on deliveries. Each report shall be signed by the Contractor's General Manager. The content of the Report(s) will be determined by the City's Department of Education.

NOTE: Durham'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 including assessment of damages, as set forth herein.

4. Responsibilities of the City. Upon the City's receipt of Durham's written request, the City will provide Durham with all documents, data and other materials the City agrees are necessary and appropriate to the Services to be performed by Durham 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 Durham for the purpose of carrying out the Services under this agreement.

5. Term. The term of this contract shall be for a five (5) year term from July 1, 2021 through June 30, 2026. Durham shall commence all work and services required under this agreement on July 1, 2021 and shall complete all work and services required under this agreement on June 30, 2026.

6. Compensation. The City shall compensate Durham for satisfactory provision of all of the goods and services set forth in this agreement as follows:

6.1 Fee. The fee payable to Durham shall not exceed FORTY-SIX MILLION SIX HUNDRED FIVE THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS AND 99/100 cents (\$46,605,835.99) for the entire term of this contract; with the basis of payment as stated in Attachment A, Durham's Revised Pricing Proposal dated March 26, 2021 with pricing for the estimated annual sum per each contract year not to exceed the following:

6.1.1 Year 1- July 1, 2021 – June 30, 2022, an amount not to exceed EIGHT MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED FORTY SIX dollars and 16/100 Cents (\$8,778,646.16)

6.1.2 Year 2- July 1, 2022 – June 30, 2023, an amount not to exceed –NINE MILLION FORTY-ONE THOUSANDS TWO HUNDRED SEVENTY-NINE Dollars and 95/100 Cents, (\$9,041,279.95)

- 6.1.3 Year 3- July 1, 2023 – June 30, 2024, an amount not to exceed –NINE MILLION THREE HUNDRED THIRTEEN THOUSAND ONE HUNDRED FORTY-FIVE Dollars and 74/100 Cents (\$9,313,145.74)
- 6.1.4 Year 4- July 1, 2024 – June 30, 2025, an amount not to exceed NINE MILLION FIVE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED THIRTY-THREE Dollars and 87/100 Cents (\$9,592,533.87)
- 6.1.5 Year 5- July 1, 2025 – June 30, 2026, an amount not to exceed NINE MILLION EIGHT HUNDRED EIGHTY THOUSAND TWO HUNDRED THIRTY Dollars and 27/100 Cents (\$9,880,230.27)

6.2 Limitation of Payment. Compensation payable to Durham is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of Durham’s invoices for payment and review of the services required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Durham’s invoices shall describe the Services rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.3 Offsets. Subject to and upon condition of compliance with the Notice provisions provided in §3.4 herein regarding the assessment of performance or assessments or liquidated damages, Durham 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 Durham in an amount equaling the sum or sums of money that Durham and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Durham’s and/or its affiliate’s real and personal tax obligations to the City and any assessment pursuant to paragraph 3 herein.

6.4 Review of Work. Durham shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. Durham 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 Durham’s demand for payment. The City shall not certify fees for payment to Durham until the City has determined that Durham has completed the services in accordance with the requirements of this agreement.

6.5 Proposal Costs. All costs of Durham in preparing its proposal for RFP No. 6842 shall be solely borne by Durham and are not included in the compensation to be paid by the City to Durham under this agreement or any other agreement.

7. This Section Intentionally Blank.

8. Indemnification.

Durham 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.

8.1 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.

8.2 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.

8.3. 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.

8.4. 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. No Limitation on Indemnification. In any and all claims against the City 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 herein, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Durham or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10. Performance and Payment Bond. Durham shall purchase or post a Performance Bond and or place in escrow, an amount equal to the annual yearly amount of the contract each year by July 1 of each year. The Durham will send a separate invoice to the City for the yearly bond amount required herein by September 1 of each year.

11. Durham's Insurance. Durham shall not commence service under this agreement until all insurance required under this Section 12 have been obtained by Durham and such insurance has been 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.

11.1 At no additional cost to the City, Durham 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 Durham's obligation under this agreement, whether such obligations are Durham's or subcontractor or person or entity directly or indirectly employed by said Durham or subcontractor, or by any person or entity for whose acts said Durham or subcontractor may be liable.

11.2 Durham shall purchase and maintain General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under Durham'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. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.3 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 Durham:

- i. General Liability Insurance:** \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate Products and Completed Operations Aggregate \$2,000,000.00.
- ii. Automobile Liability Insurance:** \$5,000,000.00 combined single limit (CSL). Each accident, including any auto.
- iii. Workers' Compensation:** Durham shall comply will all State of Connecticut statutes as it relates to worker's compensation. Employee Liability each accident: \$1,000,000.00; EL Disease Policy each employee \$1,000,000.00; EL Disease Policy Limit \$1,000,000.00.

- iv. **Excess/Umbrella Liability Insurance:** Excess or Umbrella Insurance Coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$15,000,000.00 each occurrence and \$15,000,000.00 aggregate.
- v. **Abuse & Molestation:** \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

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

11.5 Cancellation: The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.6 Certificates of Insurance: At the time Durham executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. Durham 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 not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702. Upon request Durham shall deliver to the City a copy of the Durham's insurance policies, endorsements, and riders.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this agreement, Durham represents and warrants that, at all pertinent and relevant times to the agreement, 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 Durham 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); and the *Housing And Community Development Act Of 1974*, as amended; Title 31 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.

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

12.2 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 Durham for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Durham remains liable, however, for any applicable tax obligations it incurs. Moreover, the Durham represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

13. Discriminatory Practices. In performing this agreement, Durham 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 agreement. 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 agreement 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 agreement, the Durham 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 Durham 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.

14. Termination.

14.1 Termination of Agreement for Cause. In addition to the City's rights under Section 3, "Responsibilities of Durham" to assess performance damages, the City may terminate this Agreement if Durham breaches a material provision of this Agreement. The City shall thereupon have the right to terminate this Agreement by giving written notice to Durham of such termination specifying the effective date thereof and, unless within thirty days after written notice of the condition or violation to Durham, Durham has failed to make satisfactory arrangements for the correction thereof, the Agreement shall cease and terminate upon the expiration of the thirty (30) notice of the condition or violation to Durham. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Durham under this agreement shall, at the option of the City, become the City's property, and Durham shall be entitled to

receive just and equitable compensation for any satisfactory work completed for such.

14.1.1 Notwithstanding the above, Durham shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement by Durham, and the City may withhold any payments to Durham for the purpose of setoff provided the City has made Notice required pursuant to this Agreement (performance/liquidated damages) above and until such time as the exact amount of damages due the City from Durham is determined.

14.2 Termination for Convenience of the City. The either party may terminate this agreement at any time for the convenience, by a notice in writing to the other. If this agreement is terminated by the City as provided herein, Durham 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 Durham covered by this agreement, less payments of compensation previously made.

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

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

14.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Durham for the agreed to level of the products, services and functions to be provided by Durham under this agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Durham, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this agreement shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this agreement.

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

14.4 Rights upon Cancellation of Termination.

14.4.1 Termination for Cause. In the event the City terminates this agreement, for cause, Durham shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Durham shall transfer all licenses to the City which Durham is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Durham for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Durham 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.

14.4.2 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 Durham for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Durham 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). Durham 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 Durham may negotiate a mutually acceptable payment to Durham for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this agreement pertaining to Changes in the Work.

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

14.4.4. 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 agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

14.4.5 Delivery of Documents. In the event of termination, (i) the Durham 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 Durham 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).

15. Ownership of Instruments of Professional Services. The City acknowledges Durham's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this agreement, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this agreement shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

16. Force Majeure. Durham shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control which prevent the Contractor, through no fault of its own, from performance, including without limitation:

16.1 Acts of God, fire, explosion, epidemic, pandemic, cyclone, flood, war, strikes, labor pickets, revolution, civil commotion, or acts of public enemies

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

16.3 If during the term of this Agreement additional equipment, or new modifications to vehicles, including seat belts, are mandated by governmental agencies or the City then the Contractor and City shall negotiate in good faith price increases related to such modifications provided that such modifications do not increase by 10% or more Contractor's cost in connection with providing services under this AGREEMENT. Such renegotiations shall include, but shall not be limited to, changes to the payment schedule, duration of this AGREEMENT, levels of service, etc. Any modification to this AGREEMENT resulting from such renegotiations shall become effective on a mutually agreed-upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon thirty (30) days' notice.

16.4 Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Paragraph 16 of this Contract.

17. Subcontracting. Durham shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Durham's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Durham 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 Durham from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

17.1 Durham shall be as fully responsible to the City for the acts and omissions of Durham'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 Durham.

18. Assignability. Durham shall not assign any interest in this agreement, 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 Durham from the City under this agreement 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. Durham may, however, assign or transfer any of its rights, burdens, duties or obligations under this agreement to a parent company, affiliates, subsidiaries, or related legal entities identified on its Affiliate disclosure submitted pursuant to its response to this RFP No. 6842 provided said Assignee meets all city requirements and Durham provides the city with the notice of the assignment within five business days.

19. Audit. The City reserves the right to audit Durham's books of account in relation to this agreement any time during the period of this agreement or at any time during the twelve month period immediately following the closing or termination of this agreement. In the event the City elects to make such an audit, the Durham shall immediately make available to the City all records pertaining to this agreement, including, but not limited to, payroll records, bank statements and canceled checks.

20. Risk of Damage and Loss. Durham 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 Durham, by someone under the care and/or control of Durham, by any subcontractor of Durham, or by any shipper or delivery service. Durham 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, Durham 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.

21. Interest of Durham. Durham 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. Durham further covenants that in the performance of this agreement no person having any such interest shall be employed.

22. Entire Agreement. This agreement 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 agreement must be in writing and agreed to and executed by the City and Durham.

23. Independent Contractor Relationship. The relationship between the City and Durham is that of client and independent contractor. No agent, employee, or servant of the Durham shall be deemed to be an employee, agent or servant of the City. Durham 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 Durham hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Durham 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 Durham or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Durham 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 Durham shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

24. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, 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 agreement shall be enforced as if this agreement 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 agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

26. Conflicts or Disputes. This agreement represents the full and complete concurrence between the City and the Durham and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the agreement, 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 (a) the City's aforementioned ITB and (b) Durham's proposal responding to the aforementioned ITB and are hereby fully incorporated by the foregoing reference.

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 agreement or any section thereof shall not be construed against any party due to the fact that the agreement or any section thereof was drafted by such party.

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

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

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

30. Governing Laws. This agreement, 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 agreement, whenever under this agreement 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 Firm, 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:

Durham: Durham School Services, LP
c/o Contract Administrator
2601 Navistar Drive
Lisle, Illinois 60532

City: City of Waterbury, Education Department
c/o Chief Financial Officer
236 Grand Street
Waterbury, CT 06702

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

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

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

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

requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

- 32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Firm 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 Firm or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection F, 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 vi 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 viii 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 .

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City’s Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk’s web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled “The City of Waterbury Code of Ordinances Revised 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”].

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

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

32.13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

32.14. Prohibition Against Contingency Fees. Durham 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 Durham 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 Durham 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.

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

Durham SCHOOL SERVICES, LP
By Durham HOLDING II, LLC
Its GENERAL PARTNER

By: _____
John Elliot, CEO

Date: _____

SERVICES AGREEMENT
RFP No. 6845
for
Student Bus Transportation Services
Special Education Bus Transportation Services
between
The City of Waterbury, Connecticut
and
All-Star Transportation, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and All-Star Transportation Services, LLC, located at 146 Huntingdon Avenue in Waterbury, Connecticut, a State of Connecticut duly registered domestic Limited Liability Company ("All-Star").

WHEREAS, All-Star submitted a proposal to the City responding to Request for Proposal (RFP) No. 6845 for Student Bus Transportation Services, for Special Education Program; and

WHEREAS, the City accepted All-Star's proposal for RFP No. 6845; and

WHEREAS, the City desires to obtain All-Star's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Services").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. All-Star shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals necessary to complete the Services as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. All-Star shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete. This Agreement contemplates a minimum of 181 operating days per school year.

1.1. Services to be Provided. The Services consist of Student Bus Transportation Services for the Waterbury Public Schools Special Education Program as provided below and as detailed and described in **Attachment A** hereby made material provisions of this Contract.

The Services shall include the following:

1.1.1 All-Star shall provide daily round trip transportation to and from school, including summer programs through the use/provision of a minimum of Seventy (70) school buses, for regular and early dismissal;

1.1.2 All-Star shall provide daily transportation, one-way to or from school as required by the City;

1.1.3 All-Star shall provide additional transportation services for extra runs, including but not limited to work study sites, field trips, after school programs as directed by the City;

1.1.4 All-Star shall provide daily round-trip transportation of students participating in the Early Childhood Education Program (EECP) from home to school and return to their home or designated location;

1.1.5 All-Star shall provide daily transportation of students out of district to Waterbury, and from Waterbury to out of district at locations directed by the City and locations identified in the RFP;

1.1.6 All-Star shall provide transportation from one Town to another Town, neither of which may be Waterbury, and which is not otherwise covered elsewhere, as required by the City;

1.1.7 All-Star shall provide an EMT or RN, as required by the City, during transportation services;

1.1.8 All-Star shall provide buses and vehicles used in the performance of the Services;

1.2. The entirety of Attachment A, plus this executed instrument are together deemed the “Contract Documents” (hereinafter collectively referred to as the “Contract Documents”). The City’s record copy of Contract Documents shall control and shall be effective and binding on All-Star. In the event that any provision in the Contract Document first enumerated below shall govern any of the component part which follows numerically. **Attachment A** shall consist of the following:

1.2.1 All-Star’s Revised Pricing Proposal dated March 26, 2021 consisting of 1 page (attached hereto);

1.2.3 City of Waterbury’s Student Bus Transportation Services for Special Education Program Addendum #1 to RFP No. 6845 consisting of 8 pages (attached hereto);

1.2.4 City of Waterbury Student Bus Transportation Services for Special Education Program RFP No. 6845, (excluding Sample City

Contract.) (attached hereto);

1.2.2 All-Star's response to City of Waterbury's Student Bus Transportation Services for Special Education Program Request for Proposal No. 6845, excluding, Pricing Proposal, Sample contract and Modifications/Conditions to Student Bus Transportation Services for Special Ed Program (attached hereto);

1.2.5 Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of the within Contract which shall be incorporated by reference unless otherwise specified in writing and signed by the parties (incorporated herein and made a part of this agreement by reference);

1.2.6 Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated herein and made a part of this agreement by reference);

1.2.7 Certificate(s) of Insurance (incorporated herein and made a part of this agreement by reference);

1.2.8 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated herein and made a part of this agreement by reference);

1.2.9 All permits and licenses (incorporated herein and made a part of this agreement by reference).

2. All-Star Representations Regarding Qualification and Accreditation. All-Star makes the following representations:

2.1 Representations Regarding Personnel. All-Star 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 is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by All-Star under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed or permitted under state or local law to perform such services.

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

3 Responsibilities of All-Star.

3.1 Confidentiality/non/Disclosure

All data, information, etc. given by the City to All-Star and/or created by All-Star created or produced in conjunction with the performance of the Services shall be treated by the All-Star 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 the Services under this agreement. All-Star agrees to hold in confidence all files, records, documents and other information which may come into its possession during the Term of this Agreement, except where a disclosure is expressly stated as a requirement of this agreement. Notwithstanding the foregoing, in the event that All- Star is requested or required by applicable law, regulation or legal process, including but not limited to the body of law established by the Freedom of Information Act, to disclose any City data or information. All-Star shall make such disclosure, but only after it provides written notice to the City of the existence, terms and circumstances surrounding such request or obligation so that the City may take steps to seek an appropriate protective order or otherwise resist or narrow such requests or requirement. Further, All-Star shall have the right to disclose City data or information to its attorneys or accountants on a need-to-know basis.

3.2 Performance Criteria

The parties agree that the provision of school transportation services is a high visibility, highly sensitive program which seriously impacts public perception of Waterbury Schools and its overall operations. The parties further agree that it is difficult to quantify the damages which Waterbury Schools may suffer as a result of poor service. Damages may be assessed should any of the scope of services be violated. In the event the specific violation is not delineated, damages shall not exceed \$1,000 per occurrence. Therefore, the parties agree that failure by All-Star to provide services as outlined herein, during the term of this contract will result in the City, assessing against All-Star as performance damages and not by way of penalty, the following schedule of assessment:

3.2.1 All-Star's failure to deliver children to their schools more than 30 minutes prior to the school's starting time prior, or more than 15 minutes after the close of the school shall result in the imposition of \$25 penalty per school per bus incident; and

3.2.2 Equipment and Warranty: All-Star represents that all buses supplied to the City shall be year 2016 or newer. Further, All-Star represents and warrants that its Department of Motor Vehicle (DMV) out of service rate will not exceed ten percent (10%) for any school year and All-Star will pay a fine in the amount of Ten Thousand Dollars (\$10,000.00) if said DMV out of service rate exceeds ten percent (10%). Said representation is as stated in All-Star's Modifications/Conditions to Student Bus Transportation Services for Special Education, which was part of All-Star's response to City of Waterbury RFP No. 6845, dated February 22, 2021.

NOTE: All performance damages charges shall be put in writing by the City, to All- Star, within thirty (30) days.

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

3.4 All-Star's Employees. All-Star 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 services provided;

3.5 Due Diligence Obligation. All-Star 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. All-Star 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:

3.5.1 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 All-Star to complete Due Diligence prior to submission of its proposal shall be borne by All-Star. Furthermore, All-Star had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.5.2 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;

3.5.3 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 Services, including, but not limited to, adherence to specifications and pricing for the Services;

3.5.4 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 All-Star, or otherwise required, during the performance of its Services, the sole responsibility for any modification, delay and cost of such changes shall reside with All-Star;

3.5.5 has familiarized itself with the nature and extent of the services to be provided, Contract Documents, 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 Services;

3.5.6 has given the City written notice of any conflict, error or discrepancy that All-Star has discovered in the Proposal Documents; and

3.5.7 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 Services.

3.5.8 it shall ensure, and represents to the City, that any each and every of All-Star's employees or any person affiliated with All-Star who will have contact with a Student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has been verified, in writing, that such person has not been convicted of a crime and that there are no criminal charges pending against such person. All-Star shall further ensure and represents to the City that any person who will have 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 may be amended from time to time, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a as may be amended from time to time, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. All-Star shall not permit any person with a disqualifying criminal history to have contact with a Student. All-Star warrants and represents that it has conducted a records check and has found no such violation.

- 3.6 Reporting Requirement.** All-Star shall deliver periodic written reports, as requested by the City to the City's Department of Education. The Reports shall include any and all accident (reports), incident reports, disciplinary reports, vehicle inspection reports, fuel reports based on delivery services provided.

NOTE: All-Star'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 including assessment of damages as set forth herein.

4. Responsibilities of the City. Upon the City's receipt of All-Star's written request, the City will provide All-Star with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by All-Star 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 All-Star for the purpose of carrying out the services under this Contract.

5. Term. The term of this Agreement shall be for a period of five (5) years from July 1, 2021 through June 30, 2026. All-Star shall commence all work and services required under this agreement on July 1, 2021 and shall complete all work and services required under this Agreement on June 30, 2026.

6. Compensation. The City shall compensate All-Star for satisfactory provision of all of the goods and services set forth in this agreement as follows in this Section 6.

6.1 Fee Schedule. The basis of payment shall be in accordance with Attachment A, All-Star's Revised Pricing Proposal dated March 26, 2021 for the entire term of this Agreement. for out-of-district transport and medically trained personnel with the estimated annual sum per each contract year not to exceed the following:

..... 6.1.1 Year 1- July 1, 2021 – June 30, 2022, an amount not to exceed SEVEN MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED TWENTY Dollars and 00/100 Cents (\$7,477,620.00).

6.1.2 Year 2- July 1, 2022 – June 30, 2023, an amount not to exceed SEVEN MILLION EIGHT HUNDRED THREE THOUSAND FOUR HUNDRED FIFTY-EIGHT Dollars and 00/100 Cents (\$7,803,458.00);

6.1.3 Year 3- July 1, 2023 – June 30, 2024, an amount not to exceed EIGHT MILLION ONE HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED FIFTY Dollars and 00/100 Cents. (\$8,136,150.00);

6.1.4 Year 4- July 1, 2024 – June 30, 2025, an amount not to exceed EIGHT MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED TWELVE Dollars and 00/100 Cents. (\$8,482,212.00)

6.1.5 Year 5- July 1, 2025 – June 30, 2026, and amount not to exceed EIGHT MILLION EIGHT HUNDRED FORTY-EIGHT HUNDRED ONE HUNDRED SIXTY Dollars and 00/100 Cents. (\$8,848,160.00)

6.2. Limitation of Payment. Compensation payable to All-Star is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of All-Star'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. All-Star'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.

6.3 All-Star 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 All-Star in an amount equaling the sum or sums of money All-Star and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding All-Star's and/or its affiliate's real and personal tax obligations to the City and any assessment pursuant to paragraph 3 herein.

6.4 Review of Work. All-Star shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. All-Star 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 All-Star's demand for payment. The City shall not certify fees for payment to All-Star until the City has determines that All-Star has completed the work in accordance with the requirements of this Contract.

6.5. Proposal Costs. All costs of All-Star in preparing its proposal for RFP No. 6845 shall be solely borne by All-Star and are not included in the compensation to be paid by the City to All-Star under this Contract or any other Contract.

7. This Section Intentionally Blank.

8. Indemnification.

8.1. All-Star 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 All-Star, 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 All-Star or any employee of All-Star, 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 10.1, 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 All-Star or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

All-Star expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by All-Star, 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. In the event this Contract and/or All-Star'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, All-Star 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 All-Star, or its subcontractor, omission or commission.

9. No Limitation or Indemnification. In any and all claims against the City or any of its boards, agents, employees or officers by All-Star or any employee of All-Star, 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 All-Star or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts-

10. All-Star's Performance Bond. All-Star shall obtain a Performance Bond in the amount of 100% of each yearly compensation amount of the Contract and provide said Performance Bond to the Waterbury Education Department on July 1 of each year. All-Star will send a separate invoice for the yearly bond amount, to the City, by September 1 of each year, per All-Star's Modifications/Conditions specified in the bid response.

11. All-Star's Insurance. All-Star shall not commence work under this Contract until all insurance required under this Section 10 has been obtained by All-Star and such insurance has been approved by the City. All-Star 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.

11.1. At no additional cost to the City, All-Star 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 All-Star's obligation under this Contract, whether such obligations are All-Star's or subcontractor or person or entity directly or indirectly employed by said All-Star or subcontractor, or by any person or entity for whose acts said All-Star or subcontractor may be liable.

11.2. 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.

- 11.3.** 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 All-Star:

11.3.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate Products and Completed Operations Aggregate:
\$2,000,000.00, Products and Advertising Injury: \$1,000,000.00 *Sexual
Abuse and Molestation: \$1,000,000.00

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.

*Sexual abuse and molestation coverage can either be an endorsement on the General Liability Policy or a stand-alone policy. If endorsed on the General Liability, it must be clearly stated that the automobile exclusion on the General Liability Policy does not apply to this coverage;

11.3.2 Automobile Liability Insurance: \$5,000,000 combined single limit (CSL)*

11.3.3 Workers’ Compensation: Statutory Limits within the State of Connecticut:

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

11.3.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: \$15,000,000 each occurrence and \$15,000,000.00 Aggregate.

Umbrella/Excess Liability should either sit over or be follow form over Workers Compensation, General Liability and Auto Liability Coverages and be included in the description of the Certificate;

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

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

11.6 Certificates of Insurance: All-Star's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Workers Compensation and Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under All-Star'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 All-Star executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. Umbrella/Excess Liability should either sit over or be follow form over Workers Compensation, General Liability and Auto Liability Coverages and be included in the description of the Certificate. The City's request for proposal number must be shown on the certificate of insurance. All-Star 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.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, All-Star 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 All-Star 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.

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

12.2. 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 All-Star for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. All-Star remains liable, however, for any applicable tax obligations it incurs. Moreover, All-Star represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

13. Discriminatory Practices. In performing this Contract, All-Star shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

13.2. Equal Opportunity. In its execution of the performance of this Contract, All-Star 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. All-Star 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.

14. Termination.

14.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of All-Star, All-Star shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if All-Star shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to All-Star of such termination and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination.

14.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by All-

Star under this Contract shall, at the option of the City, become the City's property, and All-Star shall be entitled to receive just and equitable compensation for any satisfactory work completed for such

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

14.2. 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 All-Star. If this Contract is terminated by the City as provided herein, All-Star 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 All-Star covered by this Contract, less payments of compensation previously made.

14.3 Termination for Non-Appropriation or Lack of Funding. All-Star 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. All-Star 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.

14.3.1 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 All-Star.

14.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay All-Star for the agreed to level of the products, services and functions to be provided by All-Star under this Contract and not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to All Star, 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.

14.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate All-Star for any lost or expected future profits.

14.4 Rights Upon Cancellation of Termination.

14.4.1 Termination for Cause. In the event the City terminates this Contract for cause, limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, All-Star shall transfer all licenses to the City Which All-Star is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate All-Star for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. All-Star 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.

14.4.2 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 All-Star for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and All-Star 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). All-Star 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 All-Star may negotiate a mutually acceptable payment to All-Star 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.

14.4.3 Termination by All-Star. All-Star may, by written notice to the City, terminate this Contract if the City materially breaches, provided that All-Star 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, All-Star will be compensated by the City for work performed prior to such termination date and All-Star shall deliver to the City all deliverables as otherwise set forth in this Contract.

14.4.4 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.

14.4.5 Delivery of Documents. In the event of termination of this Contract, (i) All-Star 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 All-Star 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).

- 15. Ownership of Instruments of Professional Services.** The City acknowledges All-Star's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.
- 16. Force Majeure.** All-Star 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:
- 16.1 Acts of God, fire, explosion, epidemic, pandemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and
 - 16.2 Change of law and order, proclamation, regulation, ordinance, governmental requirement or executive order.

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

17. Subcontracting. All-Star shall not, without the prior written approval of the City, subcontract, in whole or in part, any of All-Star's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of All-Star 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 All-Star from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

- 17.1.** All-Star shall be as fully responsible to the City for the acts and omissions of All-Star'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 All-Star.

18. Assignability. All-Star 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 All-Star 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.

19. Audit. The City reserves the right to audit All-Star'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, All-Star 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.

20. Risk of Damage and Loss. All-Star 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 All-Star, by someone under the care and/or control of All-Star, by any subcontractor of All-Star, or by any shipper or delivery service. All-Star 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, All-Star 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.

21. Interest of All-Star. All-Star 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. All-Star further covenants that in the performance of this Contract no person having any such interest shall be employed.

22. 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 All-Star.

23. Independent Contractor Relationship. The relationship between the City and All-Star is that of client and independent contractor. No agent, employee, or servant of All-Star shall be deemed to be an employee, agent or servant of the City. All-Star 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 All-Star hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by All-Star 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 All-Star or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, All-Star 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 All-Star shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

24. 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.

25. 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.

26. This Section Intentionally Left Blank.

27. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and All-Star 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. 6845 and (ii) All-Star's proposal responding to the aforementioned RFP No. 6845.

27.1 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.

27.2 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.

28. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. All-Star 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, All-Star shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

29. Binding Agreement. The City and All-Star each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

32. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or All-Star, 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: All-Star Transportation, LLC
146 Huntingdon Avenue
Waterbury, CT 06708
John R. Dufour, President

City: City of Waterbury
c/o Education Department
236 Grand Street
Waterbury, CT 06702

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

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

33.1 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;

33.2 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;

33.3 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;

33.4 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;

33.5 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;

33.6 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 33.6, 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 vi. 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;

33.7 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 33.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances;

33.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections i.-vii;

33.9 All-Star 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;

33.10 All-Star hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized

itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 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"];

33.11 All-Star 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;

33.12 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;

33.13 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;

33.14 Prohibition Against Contingency Fees. All-Star 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; and

33.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to All-Star 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 All-Star 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.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

**ALL-STAR TRANSPORTATION SERVICES,
LLC**

By: _____
John R. Dufour, President

Date: _____

ATTACHMENT A

1. All-Star's Revised Pricing Proposal dated March 26, 2021 consisting of 1 page (attached hereto);
2. City of Waterbury's Student Bus Transportation Services for Special Education Program Addendum #1 to RFP No. 6845 consisting of 8 pages (attached hereto);
3. City of Waterbury Student Bus Transportation Services for Special Education Program RFP No. 6845 consisting of 69 pages (excluding Sample City Contract.) (attached hereto);
4. All-Star's response to City of Waterbury's Student Bus Transportation Services for Special Education Program Request for Proposal No. 6845, excluding, Pricing Proposal, draft contract, and Modifications/Conditions to Student Bus Transportation Services for Special Ed Program (attached hereto);
5. Any and all amendment(s) and change orders, issued by the City of Waterbury after execution of the within Contract which shall be incorporated by reference unless otherwise specified in writing and signed by the parties (incorporated herein and made a part of this agreement by reference);
6. Annual Statement of Financial Interests, Disclosure and Certification Affidavit, Debarment, LLC Resolution (incorporated herein and made a part of this agreement by reference);
7. Certificate(s) of Insurance (incorporated herein and made a part of this agreement by reference);
8. All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated herein and made a part of this agreement by reference);
9. All permits and licenses (incorporated herein and made a part of this agreement by reference).

MARCH 2021

ITEM #16

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	MARCH EXPENDITURE	MARCH ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$8,551,263	\$8,551,263	\$6,072,575	\$0	\$2,478,688	\$8,468,350	\$82,913
511102	Teachers	\$60,803,778	\$60,803,778	\$39,933,790	\$0	\$20,869,988	\$61,746,977	(\$943,199)
511104	Superintendent	\$415,000	\$415,000	\$218,094	\$0	\$196,906	\$281,364	\$133,636
511106	Early Incentive Certified	\$825,115	\$825,115	\$827,576	\$0	(\$2,461)	\$825,115	\$0
511107	Certified Coaches	\$770,000	\$770,000	\$177,038	\$0	\$592,962	\$595,000	\$175,000
511108	School Psychologists	\$1,794,756	\$1,794,756	\$828,860	\$0	\$965,896	\$1,494,568	\$300,188
511109	School Social Workers	\$1,939,578	\$1,939,578	\$1,156,927	\$0	\$782,651	\$1,816,769	\$122,809
511110	Speech Pathologists	\$2,276,093	\$2,276,093	\$1,258,651	\$0	\$1,017,442	\$2,133,632	\$142,461
511111	Ass. Superintendent	\$0	\$0	\$23,077	\$0	(\$23,077)	\$63,462	(\$63,462)
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,571,929	\$2,571,929	\$1,390,599	\$0	\$1,181,330	\$2,560,929	\$11,000
511202	Clerical Wages	\$1,099,960	\$1,099,960	\$735,817	\$0	\$364,142	\$1,091,960	\$8,000
511204	Crossing Guards	\$332,740	\$332,740	\$222,929	\$0	\$109,810	\$332,740	\$0
511206	Educational	\$589,509	\$589,509	\$140,778	\$0	\$448,731	\$589,509	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$808,714	\$1,186,431	\$949,856	\$1,480,988	\$1,464,012
511215	Cafeteria Aides	\$80,000	\$80,000	\$36,757	\$0	\$43,243	\$50,000	\$30,000
511217	Library Aides	\$172,837	\$172,837	\$78,067	\$0	\$94,770	\$160,837	\$12,000
511219	School Clerical	\$1,891,750	\$1,891,750	\$1,260,894	\$0	\$630,856	\$1,869,520	\$22,230
511220	Fiscal Administration	\$581,739	\$581,739	\$303,263	\$0	\$278,476	\$560,739	\$21,000
511222	Transportation Coordinator	\$106,919	\$106,919	\$74,441	\$0	\$32,478	\$106,919	\$0
511223	Office Aides	\$170,000	\$170,000	\$115,798	\$0	\$54,202	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,538,249	\$2,538,249	\$1,313,167	\$0	\$1,225,082	\$2,038,249	\$500,000
511226	Custodians Non-Certified	\$5,820,266	\$5,820,266	\$3,321,157	\$0	\$2,499,109	\$4,845,266	\$975,000
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$23,694	\$0	\$226,306	\$75,000	\$175,000
511228	Paraprofessionals	\$10,923,377	\$10,923,377	\$6,529,854	\$0	\$4,393,523	\$9,748,377	\$1,175,000
511229	Bus Duty	\$250,000	\$250,000	\$0	\$0	\$250,000	\$185,000	\$65,000
511232	Attendance Counselors	\$122,051	\$122,051	\$79,582	\$0	\$42,469	\$122,051	\$0
511233	ABA Behavioral Therapist	\$1,748,689	\$1,748,689	\$993,475	\$0	\$755,214	\$1,638,689	\$110,000
511234	Interpreters	\$185,653	\$185,653	\$88,502	\$0	\$97,151	\$152,653	\$33,000
511236	Snow Removal	\$0	\$0	\$32,297	\$0	(\$32,297)	\$32,297	(\$32,297)
511650	Overtime	\$690,000	\$690,000	\$280,906	\$0	\$409,094	\$525,000	\$165,000
511653	Longevity	\$12,410	\$12,410	\$11,765	\$0	\$645	\$11,765	\$645
511700	Extra Police Protection	\$539,387	\$539,387	\$5,060	\$0	\$534,327	\$509,387	\$30,000
511800	Vacation and Sick Term Payout	\$230,000	\$230,000	\$137,905	\$0	\$92,095	\$230,000	\$0
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$0
529001	Car Allowance	\$75,000	\$75,000	\$42,149	\$0	\$32,851	\$60,000	\$15,000
529003	Meal Allowances	\$19,800	\$19,800	\$10,871	\$1,680	\$7,249	\$19,800	\$0
Subtotal Salaries		\$117,427,847	\$117,427,847	\$74,535,032	\$1,188,111	\$41,704,705	\$112,697,911	\$4,729,936

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	MARCH EXPENDITURE	MARCH ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533009	Evaluation	\$25,000	\$25,000	\$8,703	\$0	\$16,297	\$8,703	\$16,297
533020	Consulting Services	\$422,125	\$422,125	\$202,257	\$96,478	\$123,390	\$422,125	\$0
533100	Auditing	\$52,000	\$52,000	\$51,988	\$0	\$12	\$51,988	\$12
539005	Sporting Officials	\$35,000	\$29,593	\$0	\$0	\$29,593	\$29,593	\$0
539008	Messenger Service	\$24,978	\$29,178	\$17,040	\$8,520	\$3,618	\$29,178	\$0
543000	General Repairs & Maintenance	\$1,370,700	\$1,385,700	\$596,164	\$315,383	\$474,154	\$1,185,700	\$200,000
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$421,945	\$299,328	\$8,727	\$730,000	\$0
544002	Building Rental	\$562,674	\$562,674	\$424,020	\$106,904	\$31,750	\$562,674	\$0
545002	Water	\$270,000	\$270,000	\$111,063	\$0	\$158,937	\$195,000	\$75,000
545006	Electricity	\$3,129,855	\$3,129,855	\$1,873,505	\$0	\$1,256,350	\$2,721,110	\$408,745
545013	Security/Safety	\$125,000	\$125,000	\$46,443	\$66,594	\$11,962	\$125,000	\$0
551000	Pupil Transportation	\$16,010,303	\$14,410,303	\$7,495,296	\$6,913,621	\$1,386	\$13,750,000	\$660,303
553001	Postage	\$70,000	\$70,000	\$52,943	\$0	\$17,057	\$70,000	\$0
553002	Telephone	\$250,000	\$250,000	\$148,184	\$4,717	\$97,099	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$78,600	\$212	\$47,056	\$31,331	\$78,600	\$0
556055	Tuition - Outside	\$9,515,000	\$9,515,000	\$5,055,709	\$3,447,101	\$1,012,190	\$9,400,000	\$115,000
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$1,461,121	\$1,377,480	\$161,399	\$3,100,000	(\$100,000)
557000	Tuition Reimbursement	\$6,000	\$6,000	\$3,545	\$0	\$2,455	\$6,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$0	\$0	\$20,000	\$0	\$20,000
559001	Advertising	\$20,000	\$20,000	\$5,571	\$0	\$14,429	\$7,500	\$12,500
559002	Printing & Binding	\$30,000	\$30,000	\$6,028	\$7,411	\$16,561	\$15,000	\$15,000
559104	Insurance - Athletics	\$23,500	\$24,707	\$24,707	\$0	\$0	\$24,707	\$0
Subtotal Purchased Services		\$35,785,735	\$34,185,735	\$18,006,444	\$12,690,593	\$3,488,698	\$32,762,878	\$1,422,857
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$742,143	\$391,401	\$486,456	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$44,104	\$13,468	\$14,268	\$71,840	\$0
561204	Emergency/Medical Supplies	\$4,000	\$4,000	\$0	\$0	\$4,000	\$0	\$4,000
561210	Intake Center Supplies	\$3,500	\$3,500	\$2,528	\$0	\$972	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$25,151	\$11,572	\$13,277	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$4,403	\$7,685	\$412	\$12,500	\$0
561501	Diesel	\$154,815	\$154,815	\$35,201	\$105,176	\$14,438	\$154,815	\$0
561503	Gasoline	\$35,000	\$50,000	\$35,277	\$4,180	\$10,543	\$39,457	\$10,543
561505	Natural Gas	\$1,666,000	\$1,666,000	\$1,117,896	\$0	\$548,104	\$1,606,000	\$60,000
561507	Janitorial Supplies	\$235,000	\$235,000	\$105,158	\$121,894	\$7,947	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$21,870	\$6,573	\$21,556	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$85,000	\$58,649	\$23,112	\$3,239	\$100,000	(\$15,000)
561510	Building & Ground Supplies	\$150,000	\$150,000	\$114,698	\$34,487	\$815	\$150,000	\$0
561511	Propane	\$301,563	\$301,563	\$146,098	\$139,365	\$16,100	\$301,563	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$31,519	\$8,481	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,591	\$72	\$337	\$2,000	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$72,812	\$24,768	\$32,420	\$130,000	\$0
Subtotal Supplies/Materials		\$4,646,218	\$4,646,218	\$2,527,579	\$915,275	\$1,203,364	\$4,586,675	\$59,543

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	MARCH EXPENDITURE	MARCH ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	\$50,000	\$50,000	\$9,065	\$3,632	\$37,303	\$50,000	\$0
575200	Office Equipment	\$160,000	\$1,760,000	\$58,224	\$1,268,472	\$433,303	\$1,760,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$6,511	\$8,167	\$25,322	\$40,000	\$0
Subtotal Property		\$250,000	\$1,850,000	\$73,800	\$1,280,272	\$495,928	\$1,850,000	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$9,434	\$3,122	\$444	\$12,556	\$444
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$15,013	\$0	\$5,687	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,177	\$0	\$324	\$9,500	\$0
589201	Mileage	\$20,000	\$20,000	\$1,549	\$0	\$18,451	\$20,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$0	\$0	\$7,000	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$55,986	\$0	\$4,014	\$60,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$6,212,780	(\$6,212,780)
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$70,000	\$0	\$65,000	\$135,000	\$0
Total Other/Miscellaneous		\$265,200	\$265,200	\$161,159	\$3,122	\$100,920	\$6,477,536	(\$6,212,336)
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$95,304,013	\$16,077,372	\$46,993,615	\$158,375,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$23,442,782	\$23,442,782	\$15,083,185	\$0	\$8,359,597	\$23,442,782	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$0	\$675,000
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
Total Additional Funding		\$27,067,782	\$27,067,782	\$15,083,185	\$0	\$11,984,597	\$23,442,782	\$3,625,000
GRAND TOTAL ALL FUNDING		\$185,442,782	\$185,442,782	\$110,387,198	\$16,077,372	\$58,978,212	\$181,817,782	\$3,625,000

Students

Attendance Requirements for Course Credit or Promotion

Attendance

Connecticut state law requires parents to cause their children, ages five through eighteen inclusive, to attend school regularly during the hours and terms the public school is in session. Parents or persons having control of a child five years of age have the option of not sending the child to school until ages six or seven. Mandatory attendance terminates upon graduation or withdrawal with written parent/guardian consent at age seventeen.

A student is considered to be “in attendance” if present at his/her assigned school, or an activity sponsored by the school (e.g., field trip), for at least half of the regular school day. A student who is serving an out-of-school suspension or expulsion should always be considered absent. A student not meeting the definition of “in attendance” shall be considered absent.

Classroom learning experiences are the basis for public school education. Time lost from class is lost instructional opportunity. The Board of Education requires that accurate records be kept of the attendance of each child, and students should not be absent from school without parental knowledge and consent.

1. Definitions (related to chronic absenteeism)

Chronically absent child: An enrolled student whose total number of absences at any time during a school year is equal to or greater than ten percent of the total number of days that such student has been enrolled at such school during such school year.

Absence: An excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education pursuant to C.G.S. 10-198b.

District chronic absenteeism rate: The total number of chronically absent children in the previous school year divided by the total number of children under the jurisdiction of the Board of Education for such school year.

School chronic absenteeism rate: The total number of chronically absent children for a school in the previous school year divided by the total number of children enrolled in such school for such school year.

Excuses: A student’s absence from school shall be considered “excused” if written documentation of the reason for such absence has been submitted within ten (10) school days of the student’s return to school and meets the following criteria:

Note: *The use of the state approved definitions of “excused” and “unexcused” absences are for state purposes for the reporting of truancy. Districts are not precluded from using separate definitions of such absences for their internal uses such as involving decisions on areas such as promotion and grading.*

A. For absences one through nine, a student’s absences from school are considered “excused” when the student’s parent/guardian approves such absence and submits appropriate documentation to school officials.

Such documentation includes a signed note from the student’s parent/guardian, a signed note from a school official that spoke in person with the parent/guardian regarding the absence, or a note confirming the absence by the school nurse or by a licensed medical professional, as appropriate. Documentation should explain the nature of and the reason for the absence as well as the length of the absence. Separate documentation must be submitted for each incidence of absenteeism.

Attendance Requirements for Course Credit or Promotion, continued

- B. For the tenth absence and all absences thereafter, a student's absences from school are considered excused for the following reasons:
1. Student illness (must be verified by a licensed medical professional to be deemed excused, regardless of the length of the absence);
 2. Student's observance of a religious holiday;
 3. Death in the student's family or other emergency beyond the control of the student's family;
 4. Mandated court appearances (documentation required);
 5. The lack of transportation that is normally provided by a district other than the one the student attends (no parental documentation required);
 6. Extraordinary educational opportunities pre-approved by District administration and to be in accordance with Connecticut State Department of Education guidance.
- C. A student's absence from school shall be considered unexcused unless:
1. The absence meets the definition of an excused absence and meets the documentation requirements; or
 2. The absence meets the definition of a disciplinary absence, which is the result of school or District disciplinary action and are excluded from these State Board of Education approved definitions.

When the school in which a child is enrolled receives no notification from a parent or other person having control of the child is aware of the child's absence, a reasonable effort shall be made by school personnel or volunteers under the direction of school personnel to notify by telephone and by mail such parent or other person having control of the child.

Responsibility for completion of missed classwork lies with the student, not the teacher. Unless a student has an extended illness, all make-up work will be completed within five days after the student returns to school.

Excused Absences for Children of Service Members

An enrolled student, age five to eighteen, inclusive, whose parent or legal guardian is an active duty member of the armed forces, as defined in section 27-103, and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat support posting, shall be granted ten days of excused absences in any school year and, at the discretion of the Board of Education, additional excused absences to visit such child's parent or legal guardian with respect to such leave or deployment of the parent or legal guardian. In the case of such excused absences such child and parent or legal guardian shall be responsible to obtaining assignments from the student's teacher prior to any period of excused absence, and for ensuring that such assignments are completed by such child prior to his or her return to school from such period of excused absence.

Chronic Absenteeism

The Board of Education, in compliance with statute, requires the establishment of attendance review teams when chronic absenteeism rates in the District or at individual schools in the District meet the following circumstances:

Attendance Requirements for Course Credit or Promotion, continued

1. A team for the District must be established when the District chronic absenteeism rate is 10 percent or higher.
2. A team for the school must be established when the school chronic absenteeism rate is 15 percent or higher.
3. A team for either the District or each school must be established when (a) more than one school in the District has a school chronic absenteeism rate of 15 percent or higher or (b) a District has a District chronic absenteeism rate of 10 percent or higher and one or more schools in the District have a school chronic absenteeism rate of 15 percent or higher.

Each attendance review team shall be responsible for reviewing the cases of truants and chronically absent children, discussing school interventions and community referrals for such truants and chronically absent children and making any additional recommendations for such truants and chronically absent children and their parents or guardians. Each established attendance review team shall meet at least monthly.

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education. Such plan must include the means for collecting and analyzing data relating to student attendance, truancy and chronic absenteeism. The data must be disaggregated by school district, school grades and subgroups such as race, ethnicity, gender, eligibility for free and reduced priced lunches, students whose primary language is not English, and students with disabilities.

The District shall annually include in information for the strategic school profile report for each school and the District that is submitted to the Commissioner of Education, data pertaining to truancy and chronically absent children.

The Principal or his/her designee of any elementary or middle school located in a town/city designated as an alliance district may refer to the children's truancy clinic established by the Probate Court serving the town/city, a parent/guardian with a child defined as a truant or who is at risk of becoming a truant. *(An attendance officer or a police officer shall deliver the citation and summons and a copy of the referral to the parent/guardian.)*

Dismissal

No school, grade, or class may be dismissed before the regularly scheduled dismissal time without the approval of the Superintendent or his/her designee.

No teacher may permit any individual student to leave school prior to the regular hour of dismissal without the permission of the Principal.

No student may be permitted to leave school at any time other than at regular dismissal without the approval of the student's parent/guardian. If a court official with legal permission to take custody of a child, or if a police officer arrests a student, the parent/guardian should be notified of these situations by the administration.

The classroom or homeroom teacher or administrative assistant or administrative designee determines the legitimacy of an excused absence, and final determination will be made by building principal.

Attendance Requirements for Course Credit or Promotion, continued

2. **TWENTY ABSENCE LIMIT for any student enrolled in the Waterbury School System in grades K – 12:** No student may receive course credit for a full-year course after having been absent from that course more than twenty (20) class periods during the school year. These absences will be pro-rated for other than full-year courses and for courses meeting other than five (5) periods per week. All absences in a class will be counted except those incurred while a student participates in school-sponsored activities and/or essential administrative business and/or for an absence that meets the definition of a disciplinary action.

3. **TARDINESS/EARLY DISMISSAL:** For the purpose of tardiness and early dismissal, “excused” is defined the same as “excused” absence. A pupil who is tardy or dismissed early must report to the office before reporting to his/her classroom. Regardless whether the tardy or early dismissal is excused or unexcused, the student must be present in school for at least half of the regular school day in order to receive attendance credit for the day.

For High School and Middle School: Pupils are considered tardy or dismissed early if not in class when the bell rings. For every three unexcused tardies to school or for every three unexcused early dismissals from school, one unexcused day of absence will be assessed to the student’s academic record for that class period specifically affected by the tardy or early dismissal

At the high school level, the unexcused tardy or unexcused absence applies to each individual class the student is late for or absent from. This may apply to more than one class. In addition, when homeroom is dissolved, the student’s previous unexcused absences and unexcused tardies will be reflected in the student’s first period class.

For Elementary Schools: Total unexcused tardy and unexcused early dismissal time accumulated throughout the year will be assessed to the student’s academic record as determined by the school administrator.

4. The Board of Education’s policy “Attendance Requirements for Students under 18 Years of Age with Respect to Truancy, #5113.2, will be strictly enforced.
5. The school administrator or administrative designee will be responsible for administering policy.
6. **WAIVER POLICY:** A student who has accumulated more absences than allowed by the policy, but who feels that the situation warrants special consideration, may appeal to the administration for a waiver increasing the number of allowable absences for that particular student. At the discretion of the administration, the parent may be requested to appear at the hearing to verify the legitimacy of the appeal.
 - A. If extenuating circumstances exist, parents and students have the right to a waiver of the denial of credit and/or promotion. The waiver must be requested in writing within five (5) days after notification of credit withdrawal and directed to the school principal.

Attendance Requirements for Course Credit or Promotion, continued

- B. Each school will set up an Appeals Board to consider the waiver, consisting of the principal and two teachers to informally hear all requests. Other pupil personnel faculty may be invited by the Appeals Board to participate when appropriate. All parties directly involved may attend the informal hearing. The Appeals Board will meet as soon as possible after individual students have exceeded their absences.
- C. The Appeals Board will consider:
1. Presentation by parent/legal guardian
 2. Documentation from medical personnel
 3. The student's attendance record
 4. The student's request to earn back lost credit
 5. Other information deemed appropriate by the administration
- D. A student may be allowed an attendance appeal hearing on a yearly basis. However, a successful waiver for promotion or restoration of credit may only be granted twice in grades K-5, once in grades 6-8, and once in grades 9-12.
- E. Decisions of the Appeals Board are final. Waivers granted or denied must become a part of student's permanent cumulative file and recorded into the computer data base.

Legal Reference Connecticut General Statutes:

10-220(c) Duties of boards of education (as amended by PA 15-225)

10-184 Duties of parents (as amended by PA 98-243 and PA 00-157)

10-185 Penalty

10-198a Policies and procedures concerning truants (as amended by PA 11-136, An Act Concerning Minor Revisions to the Education Statutes and PA 14-198, An Act Concerning Excused Absences from School for Children of Service Members, and PA 16-147, An Act Concerning the Recommendations of the Juvenile Justice Policy and Oversight Committee)

10-198b State Board of Education to define "excused absence," "unexcused absence," and "disciplinary absence"

10-198c Attendance review teams.

10-198d Chronic absenteeism (as amended by PA 17-14 and PA 18-182)

45a-8c Truancy clinic. Administration. Policies and procedures. Report. (as amended by PA 15-225)

10-199 through 10-202 Attendance, truancy - in general

*Action taken by State Board of Education on January 2, 2008, to define "attendance."**Action taken by State Board of Education on June 27, 2012, to define "excused" and "unexcused" absences.*

PA 17-14 An Act Implementing the Recommendations of the Department of Education

Waiver Policy for Student Retention Policy

The Waterbury School District will establish and maintain the highest standards required for each grade level and monitor student performance in a continuous and systematic manner. Social promotion is not an acceptable practice. However, the Board recognizes that when a student does not meet the minimum criteria for promotion and mitigating circumstances are present then the following procedures will apply:

1. A teacher will submit waiver requests to principals.
2. The building principal will review all waiver requests with the teacher and other personnel as needed for appropriate input. Teacher will support a waiver request with student data.
3. The following criteria must be taken into consideration when requesting a waiver:
 - a. Age appropriateness.
 - b. Ability to learn.
 - c. The number of times a child has been retained.
 - d. Evaluation and analysis of student performance utilizing test data and teacher input.
 - e. Attendance records.
4. The building principal will review each case based on the criteria affecting a student's performance and recommend an appropriate placement for the student based on the student's need and forward all requests to the Superintendent and/or designee for final approval.
5. All waiver decisions by the principal must be submitted to the Superintendent by May 15th of each year. At a Board of Education meeting in June, the Superintendent will report on the number of waivers granted for each school.
6. This policy will be reviewed annually by the Board of Education.

Legal Reference:

Connecticut General Statutes

P.A. 99-288 An Act Concerning Education Accountability

10-221(b) Boards of education to prescribe rules.

10-265g Summer reading programs required for priority school districts. Evaluation of student reading level. Personal reading plans.
(as amended by PA 01-173 and PA 06-135)

10-265i Requirements for additional instruction for poor performing students in priority school districts; exemption. Summer school required; exemption (as amended by PA 99-288, PA 01-173, PA 03-174 and PA 06-135)

Suspension of Policies

The Board sets policy. The Superintendent's administration develops regulations to carry out said policies. The Board may review regulations at its discretion.

Policies, bylaws, and Board-adopted regulations may be suspended for a specified purpose, and for a limited time, by a majority vote of the Board.

Reference: Robert's Rules of Order, Newly Revised



Adopted on April 15, 2021

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES**WORKSHOP: Thursday, May 6, 2021****BOARD MEETING: Thursday, May 20, 2021**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
Park & Rec. V. Cuevas	Crosby, Wallace, Wilby, North End:: 6/17/21 – 8/9/21 Mon. thru Fri. aud., gym, pool 7:30am – 3:00pm (summer rec. program) Kennedy pool: 6/28/21 – 8/6/21 8:30am – 8:00pm Mon. thru Fri. (Learn to swim program)
L. Richard	Career Academy rooms 426 & 416: June 22, 23, 24 7:30am – 5:00pm (CNA state testing for WCA and KHS)

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

Book

✓

SCHOOL PERSONNEL USE ONLY

DATE: 4-15-2021

TO: SCHOOL BUSINESS OFFICE

FROM: VICTOR CUEVAS

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: CROSBY HS, WALLACE Middle school
Wilby HS, North End middle school

☒ Auditorium

☒ Gymnasium

☒ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: JUNE 17, 2021 Through August 9, 2021

FROM: 7:30 ☒ am ☒ pm

TO: 3:00 ☒ am ☒ pm

FOR THE FOLLOWING PURPOSES:

PLEASE REVIEW the attached document with detail
Explanation.

Victor Cuevas
APPLICANT

.....

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Back

✓

SCHOOL PERSONNEL USE ONLY

DATE: 4-15-2021

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy HS

☐ Auditorium

☐ Gymnasium

☒ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: JUNE 28, 2021 Through August 6, 2021

FROM: 8:30am am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

The City of Waterbury Bureau of Recreation
will be hosting our free learn to swim program
for Waterbury residence.

9am - 12 noon

1pm - 8pm

Victor Cuevas
APPLICANT

.....

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

hook

MAY - 3 2021

SCHOOL PERSONNEL USE ONLY

DATE: 5/3/21

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard-WCA

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms 426, 416

DATES REQUESTED: June 22nd, 23rd, 24th

FROM: 7:30 am/pm

TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

CNA: state Testing - WCA + Kennedy HS

Linda Richard
APPLICANT
Linda Richard

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, May 6, 2021

BOARD MEETING: Thursday, May 20, 2021

**TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP

FACILITIES AND DATES/TIMES

REQUESTING WAIVERS:

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

Wtby. Symphony Orchestra:	WAMS Courtyard 6/12/21 9:00am – 7:00pm
D. Donato	(Gershwin Concert Performance)
Special Olympics	Crosby track: Sat., June 19th 7:30am – 5:00pm
N. Cook	(Wtby. Special Olympics track practice)

MONIES COLLECTED TO DATE:

\$ 42,350.25

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Douglas Donato NAME OF ORGANIZATION Waterbury Symphony Orchestra
ADDRESS 160 Robbins St, Wthby CT 06708 TELEPHONE # 203-574-4283
(street) (city) (state) (zip code)
SCHOOL REQUESTED WAMS DATES 6/12/2021 ROOM(S) Courtyard
OPENING TIME 9 AM CLOSING TIME 7 PM PURPOSE Gershwin Concert Performance
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO N/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 CHILDREN N/A
SIGNATURE OF APPLICANT [Signature] DATE 4/13/2021
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *
Douglas Donato, 160 Robbins Street, Wthby CT 06708 Cell (203) 841-9266
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. DMD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____
SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH
DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE:
PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
KITCHEN FACILITIES CAN. NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE
DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS
WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APR - 1 2021

APPLICANT Nicole Cook NAME OF ORGANIZATION Special Olympics Waterbury
ADDRESS 5 Charles Street Wolcott CT 06716 TELEPHONE # 203-721-5449
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby Track DATES 06/19/2021 ROOM(S) _____
OPENING TIME 7:30 AM CLOSING TIME 5:00 PM PURPOSE Special Olympics Waterbury Track Practice
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 04/01/2021

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Nicole Cook- 5 Charles Street Wolcott, CT 06716 203-721-5449
Heather Manforte- 74 Idlewood Wolcott, CT 06716 203-509-4871

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. NC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

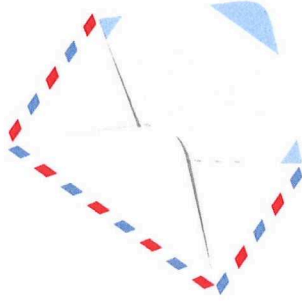
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

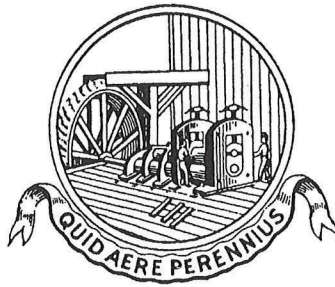
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



COMMUNICATIONS



For the period of
April 14, 2021 through May 4, 2021



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 7, 2021

Agnelys Negron
334 North Main St., Apt. 1
Waterbury, CT 06702

Dear Ms. Negron:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021514F) at \$13.91 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be April 15, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 15, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resource Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 9, 2021

Kenrick Johnson
2096 East Main St., Fl. 3
Waterbury, CT 06705

Dear Mr. Johnson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ West Side Middle School (Req. #2021014) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 15, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 15, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 9, 2021

Noelia Giusti
1568 Meriden Rd., Unit 7D
Waterbury, CT 06705

Dear Ms. Giusti:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Sprague Elementary School (Req. #2021114) at \$16.70 per hour. Please contact Diane Bakewell, Principal @ Sprague Elementary School at (203) 574-8189 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 15, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 15, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Diane Bakewell, Prin. @ Sprague
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 12, 2021

Krista DiGiovancarlo
92 Bracewood Rd.
Waterbury, CT 06706

Dear Ms. DiGiovancarlo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Chase Elementary School (Req. #2021342) at \$16.70 per hour. Please contact Lori Eldridge, Principal @ Chase Elementary School at (203) 574-8188 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 15, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 15, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Lori Eldridge, Prin. @ Chase Elem Schl
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 15, 2021

Daniel Barry
120 Joy Rd.
Waterbury, CT 06708

Dear Mr. Barry:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Safety and Security Director (Req. #2021039) at \$105,000.00 per year. Please contact Dr. Ruffin, Superintendent of Schools at (203) 574-8000 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 29, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 22, 2021 at your regular scheduled time.


At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be (fill-in) months in duration. The department head will be responsible for executing your probationary evaluation no later than (fill in) months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Scott Morgan
Director of Human Resources

SM/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 15, 2021

Nicholas Priebe
85 Westerly Terrace
Meriden, CT 06451

Dear Mr. Priebe:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Maloney Magnet School (Req. #2021505) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 22, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 29, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

April 16, 2021

Volume 20 – Issue #21

Connecticut Receives Approval of Accountability Request: The U.S. Department of Education (USED) has approved the request of the Connecticut State Department of Education (CSDE) for a waiver from implementing district/school accountability for the current 2020-2021 school year. This means that the CSDE for the school year ending this June will not issue in fall 2021, based on data from the 2020-2021 school year, a summative rating (i.e., the Accountability Index), not categorize schools into 1-5 categories, and will not identify any new Turnaround or Focus schools (category 4 and 5).

The USED, in granting the waiver approval, affirmed the following, “The intent of these accountability waivers is to focus on assessments to provide information to parents, educators, and the public about student performance and to help target resources and supports. This is particularly crucial this year, due to the COVID pandemic.” The CSDE agrees with this sentiment.

Acting Commissioner of Education Charlene M. Russell-Tucker in a memorandum to school superintendents stated, “Educators across the state can take comfort in knowing that the 2020-21 assessment results will be used not to formally evaluate their work, but to inform and support the ongoing collective work of accelerating student learning.”

The Acting Commissioner indicated that while there is no formal school/district accountability in 2020-21, “The USED expects that aggregate results will be reported publicly. The CSDE understands that this year’s reporting of results must look different from those in prior years. At a minimum, they must reference the contextual backdrop of the pandemic and the different ways in which students accessed learning.” She also indicated that the public “will have to be clearly and explicitly cautioned about any limitations in the data that might affect interpretation such as uneven or low participation that makes the data unrepresentative.”

The state assessment window is currently open. Students have started participating in the assessments. The assessments are being done in-person but also remotely if necessary.

Source: Memorandum, “Connecticut Accountability Waiver Request Approved,” to Superintendents of Schools, from Charlene M. Russell-Tucker, Acting Commissioner of Education, dated April 8, 2021.

Policy Implications: *Education Week* in mid-March reported that some federal lawmakers had written to U.S. Secretary of Education Miguel Cardona trying to persuade him to let states cancel the annual student tests states are required to administer. The Biden Education Department’s position has been to grant states waivers from the accountability requirements under federal law, but not to allow states to simply cancel the mandated standardized exams.

It has been the position of the USED, in addition to several prominent educational groups, that the tests are important to assess the needs of schools and students, even if the accountability requirements won't apply this school year. Secretary Cardona has remained steadfast that the states are required to give the federally mandated tests for this school year, while leaving open the door for "flexibility."

The flexibility provides for the ability to shorten exams, administer them remotely, or give them in the summer or fall as well as this spring.

Policy #6146.2, "Statewide Proficiency/Mastery Examinations," pertains to this topic. This is considered a recommended policy for inclusion in a district's policy manual.

A portion of this recommended policy states, "Annually, each student enrolled in grades three through eight inclusive shall take a mastery examination or examinations that measures essential and grade appropriate skills in reading, writing or mathematics during the time period specified by the State Department of Education. Students enrolled in grade eleven shall annually take a nationally recognized college readiness assessment approved by the State Board of Education that measures essential and grade appropriate skills in reading, writing and mathematics. (Connecticut SAT School Day in English language arts and math examination) Each student enrolled in grade five, eight, and eleven shall, annually, during the time period specified by the State Department of Education, take a state-wide mastery examination that measures essential and grade appropriate skills in science. (Next Generation Science Standards) The State Board of Education shall approve the provision and administration of all mastery examinations. All examinations shall take place during the regular school day."

Summer School Possible Solution to Recover Learning Loss: Many school districts nationwide are planning aggressive pushes for summer school to recover learning loss related to the coronavirus pandemic. Yet, Jean Grossman, an economist at the nonprofit MDRC and Princeton University, finds summer-school programs typically are not effective in improving outcomes in math or reading.

Jill Barshay in a recent article in *The Hechinger Report* stated, "Summer school may seem like a common sense way to help children make up for the months of lost school time during the COVID-19 pandemic. Former New York City Mayor Mike Bloomberg urged President Joe Biden to push every school in the country to stay open this summer in a March 2021 Washington Post opinion piece. Governors around the country from Virginia to California are endorsing summer school, as has the powerful teachers' union leader Randi Weingarten." More than \$1.2 billion of the Covid relief law is specifically earmarked for summer school. Many policymakers are urging that billions more in federal and state funds be spent to open schools this summer.

However, Barshay indicated that research studies done before the pandemic show that summer school usually doesn't accomplish its purpose of raising reading or math achievement. "Generally, summer programs are not effective because they don't really engage young people and they're not run well," said Jean B. Grossman, an economist at MDRC, a nonprofit research organization, and Princeton University, who has evaluated summer school programs. "It looks like summer school should help but the research is a mixed bag."

Summer school is “boring” and it’s not productive to force kids to learn when they don’t want to, said Robert Slavin, an education researcher at Johns Hopkins University. “Nobody wants to be sitting in school while their friends are out playing,” Slavin said.

Barshay cites several summer school studies in her article which indicated poor results, often mainly due to poor attendance. Further, she reported that summer school programs that resembled camp, including sports and arts, didn’t have any better attendance than those that resembled ordinary school.

She also reported that it is possible to find individual studies that show strong results for summer school. But scholars told her that these positive studies often involved small numbers of children and compared the performance of students who attended summer school with different types of students, which is not an apples-to-apples comparison. In other words, there’s a lot of shoddy research on summer schools out there. The author indicated, “Unfortunately, there are few randomized control trials, the gold standard in research, for summer school.”

Researchers provide some suggestions for schools that want to proceed with summer school. Grossman’s advice is to focus on social-emotional skills and relationships to help re-engage students in learning. She thinks the best summer programs don’t make kids sit in a math class for an hour every day in the summer, replicating the structure of traditional school, but engage kids in topics that they’re interested in, such as social justice. “Maybe they have to calculate disproportionality in school discipline and they sort of inadvertently do math while they’re learning about this cool subject,” she said.

Slavin advocates fusing summer camp with intensive daily tutoring. Slavin believes tutoring is the secret sauce that made summer school programs he studied work, echoing the strong, more definitive evidence seen in the research literature pertaining to tutoring. Moreover, studies need to be done to determine how long the gains lasted.

Barshay concluded, “What all this shows is that helping kids catch up after the pandemic won’t be easy. And pushing students into summer school isn’t the answer - as appealing as it might sound.”

Source: “Proof Points: Slim research evidence for summer school,” by Jill Barshay, *The Hechinger Report*, March 29, 2021.

Policy Implications: After a year in which students spent a large amount of time at home in front of a computer, many children may be looking at summer school. *Education Week* reported that “Experts say that after a year of interrupted study, it’s crucial to do some sort of learning over the break, even, say, if it’s incorporated into traditional camp offerings.” Camp can provide nonacademic benefits that are particularly important after a year of social distancing. Some states are also considering extending the current school year or starting the fall semester early.

Interest in offering summer instruction and enrichment programming for greater numbers of students is building amid pressure for school systems to address students’ learning loss and social-emotional health, said National Summer Learning Association CEO Aaron Dworkin.

And although there are logistical and funding hurdles to running summer programs during a pandemic, districts are getting creative by testing out unique strategies, forming new partnerships and applying lessons learned during the school year to make virtual and hybrid learning equitable and fun, Dworkin said.

Dworkin offers several strategies to help establish effective programs, including blending engaging content with lessons in social and emotional learning, getting buy-in from parents and setting a long-term strategy.

Policy #6174, “Summer School” and policy #4134, “Tutoring” pertain to this issue. However, these policies were not developed during a time of the loss of learning by students due to a pandemic situation.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 20, 2021

Leeroy De La Cruz-Castellano
93 Edin Ave.
Waterbury, CT 06706

Dear Mr. De La Cruz-Castellano:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Maloney Magnet School (Req. #2021077D) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 29, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 22, 2021.


At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

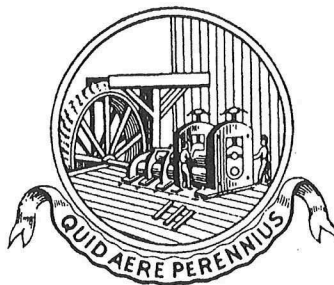
Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 21, 2021

Stephanie Dunn
140 Westwood Ave.
Waterbury, CT 06708

Dear Ms. Dunn:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education - School Business Office for the position of Administrative Associate III (Req. #2021148) at \$20.19 per hour. Please contact Doreen Biolo, Chief Fiscal Officer at (203) 574-8031 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 29, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 29, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Doreen Biolo, CFO
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 22, 2021

Nicole Williams
120 Hillside Ave., Apt. G1
Waterbury, CT 06710

Dear Ms. Williams:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Wallace Middle School (Req. #2021113) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 29, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 29, 2021.


At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 22, 2021

David Lavigne
30 Lilly St.
Waterbury, CT 06708

Dear Mr. Lavigne:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Bunker Hill Elementary School (Req. #2021460) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 29, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 29, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 23, 2021

Michael Derasmo
161 Pondview Dr.
Watertown, CT 06795

Dear Mr. Derasmo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Kennedy High School (Req. #2021214) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 13, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 10, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 26, 2021

John Belfiore
24 Golden Court
Naugatuck, CT 06770

Dear Mr. Belfiore:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2021473A) for the Department of Education – Food Service.

In this position your starting compensation will be \$15.21 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Food Service is April 28, 2021.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 26, 2021

Jose Custodia
248 Frost Rd.
Waterbury, CT 06705

Dear Mr. Custodia:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2021473) for the Department of Education – Wilby High School.

In this position your starting compensation will be \$15.21 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Wilby High School is April 26, 2021.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file

From: noreply@cabe.myenotice.com on behalf of tdemars@cabe.org
<noreply@cabe.myenotice.com>
Sent: Friday, April 30, 2021 7:01 AM
To: Carrie Swain
Subject: CAFE Policy Highlights 4-30-2021

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



CAFE Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

April 30, 2021

Volume 20 Issue 22

Studies Link School Environment with Achievement: School infrastructure and learning environments can affect academic outcomes for students, according to a review of more than a dozen studies over the past several years. Researchers have found poorly ventilated classrooms harm student learning, and students whose schools are in areas with poor air quality have lower test scores or poorer attendance -- and sometimes both.

Matt Barnum, in an article appearing in *Chalkbeat*, discussed the research pertaining to the correlation of environment and student achievement.

In Chicago, when coal-fired power plants closed, student attendance in nearby schools improved. A seven percent reduction in absenteeism was noted. In Rhode Island, children exposed to lead were more likely to be suspended and had lower test scores. Nationwide, researchers have found that students in schools without air conditioning learn less in years with more hot school days. A warm classroom is not conducive to learning, as any student trying to pay attention to a teacher's lecture on a hot day can attest. That's not lost on teachers.

Research has been evident in recent years, indicating a direct connection between the environment students are learning in and their academic success. Barnum reported that

a Chalkbeat review of relevant research found over a dozen studies in the last several years making the case.

The studies suggest that upgrades to school buildings might, in addition to cosmetic improvements, benefit student learning. Such considerations are taking place at a time when schools may be considering changes that were previously out of reach thanks to federal stimulus funds. If President Biden's proposed infrastructure package becomes reality, schools would get billions more.

"This will be one of the biggest opportunities we've had in my two decades of public health work," said Nsedu Obot Witherspoon, Executive Director of the Children's Environmental Health Network.

"There is still plenty of uncertainty about exactly how big a role schools can play in addressing some of these problems. That's particularly true for issues like lead poisoning, where much of children's exposure is likely happening outside of schools. The choices schools make matter too, of course, since facilities funding could be used to improve air quality or for other things, like beefing up security," states Barnum.

The research supports the belief that a child's surroundings, both in and outside of schools, affects their health and cognitive function.

Air quality is a big factor. The *Chalkbeat* article reports that studies have found that children who attend school near a source of pollution have worse test scores, attendance rates, or both. This link has been shown for coal-fired power plants in Chicago and North Carolina and highways and toxic chemical sites in Florida.

In addition, research suggests that students learn less and have poorer attendance, when in poorly ventilated classrooms. "The impact of these air quality issues is fairly small, but the results are consistent and apply to millions of students, and particularly low-income students of color." A recent federal report found that the most common school facilities problem was faulty heating, ventilation, and air conditioning systems.

The federal report noted that about half of districts nationwide needed to update or replace multiple systems like heating, ventilation, and air conditioning (HVAC) or plumbing. An estimated one-third of schools nationwide needed HVAC system updates.

"There's a great amount of research out there [on] outdoor air pollutants and indoor air pollutants," said Witherspoon. "At the end of the day, they're both not good."

Lead exposure is known to be extremely dangerous for children impacting intelligence and impulse control. Research in Rhode Island has shown that even low levels of lead exposure can cause declines in students' test scores and increases disciplinary problems. "Even quite low levels of lead still matter," stated Janet Currie, a Princeton

University professor who conducted the Rhode Island studies. A 2018 federal report found that over a third of schools that tested for it found elevated levels of lead in their drinking water. (Many schools didn't regularly test.)

President Biden's recently proposed infrastructure plan would direct \$100 billion to upgrade and build school facilities. The plan mentions that funding will "first go toward making sure our schools are safe and healthy places of learning ... for example by improving indoor air quality and ventilation." If Biden's infrastructure bill passes, which is far from guaranteed, the question becomes exactly how schools will use the new funds.

Source: "As Biden eyes infrastructure, recent research suggest students' environments affect academic success." By Matt Barnum, *Chalkbeat*, April 14, 2021.

Policy Implications: The maintenance of acceptable temperature, relative humidity and adequate fresh air ventilation in school buildings is a primary objective in the creation and maintenance of an optimal learning environment. Policy #7230.2, Indoor Air Quality" is a "good practice" recommended policy for inclusion in a district's policy manual.

Optional policy #7100, "Planning" also relates to this issue. It speaks to the need for a facilities master plan for the school district to be developed and maintained. The master facilities plan shall include how the district will provide an appropriate learning environment for its students.

Another related policy to consider is recommended policy #7230.3, "Acoustics." A poor acoustical environment in schools hinders learning. Research supports the need for improved classroom acoustics. Studies indicate that poor acoustics interfere with learning and pose a particular barrier for students with special needs.

Much of the education that takes place in classrooms hinges on oral communications. Attention to acoustics in learning spaces will insure that students with normal hearing as well as students with special needs will be able to communicate effectively in all learning spaces.

These policies are available from CABA's Policy Department.

Research Shows Impact of Principals on Student Achievement and Equity: In an article appearing in *District Administration* Matt Zalaznick reviewed twenty years of educational research pertaining to principals and their impact on student learning.

Two decades of education research proves that principals impact student learning as much as teachers do, says a new report. Replacing a below-average elementary school principal with an above-average principal results in nearly three months of additional

math and reading gains, according to "[How Principals Affect Students and Schools](#)" from youth equity nonprofit, The Wallace Foundation.

The report indicated that such a replacement in leadership is more effective than two-thirds of math interventions compiled and about half of reading interventions. These impacts match those of replacing a less effective teacher with a more effective teacher, said the study's authors, Jason A. Grissom of Vanderbilt University, Anna J. Egalite of North Carolina State University, and Constance A. Lindsay of University of North Carolina at Chapel Hill.

"Of course, this comparison of principal impacts to teacher impacts is not an 'apples-to-apples' one because principals' effects on students come largely through their effects on teachers, including how principals hire, retain, develop, and encourage teachers and create appropriate conditions for teaching and learning."

The authors of the report indicated that while a strong teacher is the most important in the success of students in a class of about 20, a strong principal has a much bigger role in the success of a typical elementary school of 480 students. "It is difficult to envision an investment with a higher ceiling on its potential return than a successful effort to improve principal leadership," the authors wrote.

The researchers identified "instruction, people and the organization" as three realms in which a leader's expertise is essential.

Schools succeed when a principal manifests these skills in the following ways:

- **Engaging in instructionally focused interactions with teachers:** Teacher evaluations, instructional coaching and the establishment of a data-driven instructional program should drive these relationships.
- **Building a productive school climate:** An effective school environment is one marked by trust, efficacy, teamwork, engagement with data, organizational learning and continuous improvement.
- **Facilitating productive collaboration and professional learning communities:** Student learning is enhanced when teachers work together authentically with systems of support to improve their practice.
- **Managing personnel and resources strategically.**

The research also indicated that principals, particularly principals of color, can have particularly positive impacts on students, teachers and staff members of color. Equity-focused principals lead differently, and can make schools more inclusive and instruction more culturally responsive according to the research. Cited is the belief that principals can instill equity by changing disciplinary policies, working with teachers to implement culturally responsive teaching practices and by hiring greater numbers of teachers of color, among other actions.

The report noted, however, that "representation gaps" are growing between principals and students of color. "Effective principals are not equitably distributed across schools. If principals must develop an equity lens, we suggest that school districts develop one also," the authors wrote. "School districts undermine pursuit of equitable outcomes when they do not focus on hiring, placing, and retaining effective principals in schools that serve large numbers of historically minoritized students."

Source: "What 20 years of research says about the importance of principals," by Matt Zalaznick, *District Administration*, February 17, 2021.

Policy Implications: A number of policy topics relate to this issue. They include, but are not limited to, the following:

- #0523 ??? Equity and Diversity
- #0521.1 ??? Anti-Racism/Confronting Racism in Schools
- #2133 ??? Principals
- #2133.1 ??? Qualifications/Duties of Principals
- #4111.3 ??? District Minority Recruitment Plan
- #4115 ??? Evaluation/Supervision
- #4131 ??? Staff Development

Lawsuit Blocking Transgender Females Competing in High School Sports Dismissed: Federal District Court Judge Robert Chatigny has dismissed a lawsuit that sought to prevent transgender athletes from competing in girls' high school sports in Connecticut. Regulations of the Connecticut Interscholastic Athletic Conference (CIAC), which oversees scholastic sports in the state, allows high school athletes to compete in sports according to their gender identity.

The case was dismissed by Chatigny on procedural grounds saying in the ruling, released April 25th, that there was no dispute to resolve because the two transgender athletes have graduated and the plaintiffs could not identify other female transgender athletes. Chatigny left open the possibility of a new challenge if additional transgender athletes were to compete during the coming year.

The lawsuit was filed a year ago by cisgender runners who argued they were deprived of wins, state titles and athletic opportunities by being forced to compete against two transgender sprinters. The lawsuit sought to reverse the CIAC policy that allows athletes to participate in sports corresponding with their gender identity and instead require athletes to compete based on their birth sex.

In February, the Office of Civil Rights withdrew its enforcement action against the CIAC and its member schools named in the Title IX complaint. The defense attorneys argued that the transgender runners had not beaten the cisgender runners in every instance. Defense attorney Joshua Block argued the CIAC policy doesn't deny any girl

a meaningful opportunity to participate in sports, but that overturning it would violate the Title IX rights of transgender girls.

The position voiced by the CIAC is that it is following state law which prevents discrimination against people who are transgender. The cisgender female track athletes who filed the lawsuit had previously filed a Title IX complaint against the CIAC and school districts in which the transgender girls competed. Arguments in the Connecticut lawsuit centered around Title IX, the federal law that requires equal opportunities for women and girls in education, including sports.

The Alliance Defending Freedom said on Sunday that it will appeal the dismissal of the lawsuit.

Source: "Female judge dismisses lawsuit that sought to block transgender female athletes from competing in girls high school sports in Connecticut" by Lori Riley, *Hartford Courant*, April 25, 2021, and the Associated Press.

Policy Implications: Policy #5145.53, "Transgender and Non-Conforming Youth," and its accompanying administrative regulation pertain to this topic. This is a recommended policy for inclusion in a district's policy manual.

For a PDF version of this Policy Highlights, please [click here](#).

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
860-571-7446
Fax 860-571-7452
www.cabe.org



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