

Board of Education

SPECIAL MEETING

Thursday, March 26, 2020 – 6:00 p.m.

City Hall, Aldermanic Chambers, 235 Grand Street, Waterbury, CT

In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access and public comment. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96, Frontier Channel 6096).

For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the March 26, 2020 Meeting Agenda AND March 2, 2020 Workshop Agenda which will provide additional backup materials for agenda items.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a. Copy of communication dated February 4, 2020 from Civil Service certifying Chaileen Rodriguez-Perez for the position of Food Service Worker.
- b. Copy of communication dated February 11, 2020 from Civil Service certifying Diana Kamo for the position of Paraprofessional.
- c. Copy of communications dated February 11, 2020 from Civil Service certifying Yara Quinones-Castro for the position of Food Service Worker.
- d. Copy of communication dated February 11, 2020 from Civil Service to Dennisse Torres-Figueroa regarding acceptance of the position of Lunchroom Aide.
- e. Copy of communications dated February 12, 2020 from Civil Service certifying Varretta Williams Iverson and Grace Alonzo for the position of Paraprofessional.
- f. Copy of communication dated February 12, 2020 from Darren Schwartz to Mayor O'Leary regarding equipment donation from Taft School.
- g. Copy of communication dated February 18, 2020 from New England Association of Schools & Colleges to Crosby High School.
- h. Email communication dated February 21, 2020 from CABA regarding Policy Highlights.
- i. Copy of communication dated February 27, 2020 from Civil Service to Chastity Hernandez regarding acceptance of position of Food Service Worker.
- j. Copy of communication dated February 27, 2020 from Civil Service certifying Sarah Perniciaro to the position of Paraprofessional.
- k. Copy of communication dated February 28, 2020 from Civil Service certifying Nateisha Lashay Howard to the position of Administrative Associate I.
- l. Copy of communication dated March 2, 2020 to Susan Lugo regarding acceptance of position of Food Service Worker.
- m. Copy of communications dated March 3, 2020 from Civil Service certifying Terrance Morrison and Bernadette Sands-Jordan for the position of Paraprofessional.
- n. Email communication dated March 6, 2020 from CABA regarding Policy Highlights.

5. Approval of Minutes – February 6, 2020 Workshop and February 20, 2020 Regular Meeting.

6. Superintendent's Announcements

7. *President's Comments*

8. *Committee on School Personnel* - Commissioner Stango

- 8.1 Kennedy High School Vice Principal Appointment.

9. *Consent Calendar*

- 9.1 *Committee of the Whole:* Request approval for grades 6 through 12 students to participate in the Search Institute Attitudes & Behaviors Survey conducted by Waterbury Health Department.
- 9.2 *Committee of the Whole:* Request approval of a Connecticut Community Colleges College Facility Request/Reservation Agreement.
- 9.3 *Committee on Finances:* Request approval of transfers in the 2019/20 budget.
- 9.4 *Committee on Building & School Facilities:* Request approval to file a grant application for the proposed Generali School Roof Project.
- 9.5 *Committee on Building & School Facilities:* Request approval of the preparation of schematic drawings and outline specifications for the proposed Generali School Roof Project.
- 9.6 *Committee on Building & School Facilities:* Request approval of the formation of a Building Committee for the proposed Generali School Roof Project.
- 9.7 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.8 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

10. *Items Removed from Consent Calendar*

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

- 11.1 Request approval of the new Ages of Attendance Policy/#5112 replacing the current Early Admission into Kindergarten Policy/#5112.
- 11.2 Request approval of the new policy Building Committees/#7100.

12. *Committee on Finance* – Commissioner Orso

- 12.1 Request approval of a construction contract with Environmental Systems Corporation to provide School Security Video Surveillance & Access Control System Expansion and Upgrades.
- 12.2 Request approval of an Agreement with Crown Castle Fiber, LLC, to provide Wide Area Network services.

13. Superintendent's Notification to the Board

13.1 Athletic appointments:

Anton, Karen – KHS Associate Unified Sports Coach, eff. 02/19/2020.
Demirs, Matthew – WMS Flag Football Coach, eff. 03/23/2020.
Franks, Lauren – WHS Assistant Robotics Coach, effective 02/28/2020.
Hinton, Marci – WHS Head Robotics Coach, eff. 02/28/2020.
Kennedy, Lamar – WHS Assistant Baseball Coach, eff. 03/13/2020.
Pack, Denessa – CHS Assistant Cheerleading Coach, eff. 12/09/19.
Rotatori, Kayla – WAMS Lead unified Sports Coach, eff. 02/19/2020.
Singley, Paul – WHS Assistant Track Coach, eff. 03/21/2020.

13.2 Appointments:

Carter, Sa-Queen – WMS Student Council Advisor.
Klein, Jeremy – WMS Controller of Activity Funds.

13.3 Grant Funded appointments:

Herron, Chantel – Child Associate, part-time, \$22.00 p/hour, non-union and without benefits, funded by Primary Mental Health.
Quintano, Carolyn – Secretary 2, full-time, salary and benefits governed by UPSEU, funded by IDEA Part B.
Rivera, Annette – Secretary 3, part-time, \$16.80 p/hour, non-union and without benefits, funded by Title I.
Zareck, Corrin – Teacher, SDOE and 21st Century Afterschool Program, salary per contract.

13.4 WSMS After-school Math Prep Program Appointments, funded by Commissioners Network:

Criscione, Rohinie – Administrator
Deptula, Joseph – Teacher
Gosturani, Marinela – Teacher

13.5 NEMS After-school Literacy and Numeracy Program Appointments, funded by Commissioners Network:

Numeracy:	Literacy:
Egan, Jennifer – Administrator	Herbert, Sharell – Administrator
Della Calce, Anthony – Teacher	Cook, Brandy – Teacher
Frank, Elizabeth – Teacher	Galpin, Lindsay – Teacher
Munoz, Kelly – Teacher	Rotella, Dave – Teacher
Poulter, Kara – Teacher	Wilson, Miriam – Teacher

13.6 WAMS After-school Instruction Positions:

Brown, Michelle – 11/2019 Performance/Almost Maine.
Lehtinen, Zack – 02/2020 Performance/The Wiz.
Schulte, Scott – 02/2020 Performance/The Complete Work of Shakespeare.

13.7 Teacher new hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Abuhamed	Hoda	WMS-Academy	Info Tech	01/09/2020
Barrera	Luz	Hopeville	Special Ed.	02/10/2020
Colon Olivares	Maria	Chase	Bil. Grade 2	01/2/2020
Duggan	Tatiana	WCA	Biology	01/27/2020
Farrington	Joseph	Hopeville	PE	02/20/2020
Gallati	Jean	WCA	FCS-Human Services	12/05/2019
Garcia Pillot	Zulma L	WCA	Spanish	08/22/2019
Grant-Mack	Tameka	Duggan	Gr. K co-taught	01/02/2020
Havican	Melissa	Chase	Pre-K Sped. Co-taught	02/18/2020
Kelly	Stephanie	WCA	Info Tech	10/29/2019
Monagas	Diana	Crosby	Spanish	04/01/2020
Opalenik	Michelle	Wilby	PE/Health	02/17/2020
Orletski	Nicole	Reed	Grade 2	02/06/2020
Pizarro	Leugim	Hopeville	Bil. Grade 4	01/13/2020
Rivera	Nicole	Rotella	Special Ed.	03/05/2020
Romano	Lisa	Wallace	English	01/08/2020
Rosado	Jeffrey	Bunker Hill	Grade 1	12/20/2019
Sazo	Gustavo	Wallace	Math	01/02/2020
Terry	Richard	Wilby	Culinary Arts	01/02/2020

13.8 Resignations:

DeMars, Jacqueline – Driggs Grade 3, effective 02/27/2020.

Jimenez, Irene – Duggan Special Education, effective 03/06/2020.

Schrader, Jordan – WMS Science, effective 03/06/2020.

Sconziano, Jessica – Gilmartin Grade 5, effective 03/03/2020.

13.9 Retirements:

Adams, Bertha – Walsh Special Education, effective 06/30/2020.

Benjamin, Deborah – WSMS Science, effective 06/30/2020.

DiLorenzo, Ann – KHS PH/Health, effective 06/30/2020.

Feola, Lawrence – KHS Social Studies, effective 06/30/2020.

Killeen, Marcia – Maloney Pre-k Special Education, effective 06/30/2020.

Melchionne, Helene – Gilmartin Science, effective 06/30/2020.

Palleria, Lynne – WHS Business, effective 06/30/2020.

Skurkis, Teresa – Maloney Special Education, effective 06/30/2020.

Wilkas, James – WSMS Music, effective 06/30/2020.

Williams, Joyce – WHS Allied Health, effective 06/30/2020.

14. *Unfinished Business of Preceding Meeting Only*

15. *Other Unfinished, New, and Miscellaneous Business*

16. *Adjournment*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #8.1

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of George T. Smalley as High School Vice Principal, Kennedy High School, effective April 6, 2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Charles L. Stango

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.1

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve for students in grades 6 through 12 to participate in the Search Institute Attitudes & Behaviors Survey conducted by the Waterbury Health Department.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.2

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a Connecticut Community Colleges College Facility Request/Reservation Agreement for the use of a room at Naugatuck Valley Community College.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.3

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent of Schools recommends approval of the following transfers for fiscal year 2019/2020:

DESCRIPTION	Acct Unit	Account	TO	FROM
Special Education – School Psychologist	88510002	511108		(\$150,000)
Special Education – School Social Workers	88510002	511109		(\$100,000)
Special Education – Speech Pathologists	88510002	511110		(\$100,000)
Special Education – Teachers	88510001	511102		(\$250,000)
Special Education – Outside Tuition	88510001	556055	\$500,000	
Special Education – Purchased Services	88510001	556056	\$100,000	
<i>Transfer is needed to cover costs for ODT tuition and special services for students.</i>				
Crosby – Teachers	86210001	511102		(\$158,000)
District Wide – Outside Tuition	87510001	556055	\$158,000	
<i>Transfer is needed to cover costs for school choice.</i>				
TOTALS			\$758,000	(\$758,000)

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #9.4

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends that the Waterbury Board of Education approve to file a grant application for the proposed Generali School Roof Project.

Approved:

Jason Van Stone

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #9.5

June 20, 2019

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends that the Waterbury Board of Education approve of the preparation of schematics drawings and outline specifications for the proposed Generali School Roof Project.

Approved:

Jason Van Stone

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #9.6

June 20, 2019

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends that the Waterbury Board of Education approve of the formation of a Building Committee for the proposed Generali School Roof Project. Such Committee to consist of Karen E. Harvey, Rocco F. Orso, Melissa Serrano-Adorno, Ann M. Sweeney, and Jason Van Stone.

Approved:

Jason Van Stone

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #9.7

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
A Simms	Bucks Hill gym & café: Thurs., June 4, 4:00-7:00 pm (end of year celebration)
K. Gabrielson	Kennedy media ctr.: Fri., Mar. 27 (SERC & SDE training day)
S. Schulte	WAMS apron stage: 3/16 to 5/6 Mon. thru Fri. 2:30-5:00 pm Play rehearsals/ performances - 3:00-9:00 pm)
M. Brown	WAMS drama rm.: 5/14, 2:30 - 4:30 pm – rehearsal and 5/15, 3:00 - 9:00 pm Performance (Acting Class Showcase)
L. Martin	Rotella comm. rm.: 3/26 – 4/3, all day (Book Fair) Rotella café: Mon., March 2, 4:00-8:00 pm (Literacy event)
H. Maxson	Crosby aud.: Mon., May 4, 7:00 am – 2:00 pm (Wtby. Sym. Orchestra)
D. Melendez	Chase gym: Wed., Mar. 18, 5 – 7 pm (Dr. Seuss Family Night)
N. Newman	WAMS lib.: Thurs., Mar. 5, 5:00 - 5:30 pm (Title I meeting)
K. Yamashita-Iverson	Maloney café: Fri., Mar. 20, 5:00 - 7:30 pm (Japanese Spring Festival)
M. Hulse	Kingsbury gym: Tues., Mar. 24, 5:30 - 6:30 pm (Math Night)
D. Mortensen	Rotella comm. rm.: Tues., Apr. 21, 11:30 am - 2:30 pm (ELA meeting)
J. Begnal	Wilby gym: Wed., Mar. 11, 7 am – 2 pm (Blood Drive)
Bureau of Recreation	Sprague gym, office, restrooms: 6/25 to 8/11, Mon. thru Fri. 8:00 am -4:00 pm (Bureau of Recreation Summer Program)
V. Cuevas	
E. Brummitt	Wilby aud.: Thurs., Apr. 9, 7 am – 3 pm (band practice & performance)
J. Farrell	WAMS café: Wed., Apr. 22, 5:00 - 7:00 pm (Paint Night Fundraiser)
L. Richard	Career Academy classrooms: 7/1 – 8/10, 20 dates, 7:30 am – 5:00 pm (CT CNA Testing site)
A. Musto Adult Education	Kennedy classrooms: 3/9 – 6/5/20 5:30-9:30 pm (Spring Enrichment Program)
*N. Augelli	Crosby gym: Thursdays, 3/28 thru 6/4/20, 6:00-8:00 pm (preparation for CIAC showcase basketball event)
*T. King	WAMS recital Hall: Thurs., May 21, 4:30 - 7:00 pm (Spanish Honor Society)
*P. Poulter	Regan café: Thurs., Apr. 23, 5:00 - 7:30 pm (Family Health Night)
*N. Newman	WAMS atrium: Fri., Apr. 3, 5:00-7:00 pm (Family Science Night)
*S. Petteway	Bucks Hill gym: Wed., Mar. 25, 4:00 - 7:30 pm (Family Math Night) Bucks Hill gym/café: May 7, 5:00 - 7:30 pm (Family Science Night)

Approved:

Jason Van Stone

MAR - 3 2020

SCHOOL PERSONNEL USE ONLY

DATE: 3/2/2020

TO: SCHOOL BUSINESS OFFICE

FROM:

Crosby Boys Basketball

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED:

Crosby

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

Thursdays

DATES REQUESTED:

3/26, 4/2, 4/9, 4/16, 4/23, 4/30, 5/7

FROM:

6:00

am/pm

TO:

8:00

am/pm

5/14

5/21

5/28

6/4

FOR THE FOLLOWING PURPOSES:

Preparation for CIAC Showcase Event
in June

Michael P. Giguere
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.

MAR - 6 2020

SCHOOL PERSONNEL USE ONLYDATE: 3.3.20

TO: SCHOOL BUSINESS OFFICE

FROM: Tracy King

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WAMS☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/RoomsRecital HallDATES REQUESTED: 5/21/2020FROM: 4³⁰ pm am/pmTO: 7 pm am/pmFOR THE FOLLOWING PURPOSES:Spanish Honor Society Induction
CeremonyTracy King
APPLICANTTracy KingPlease 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.

MAR - 4 2020

SCHOOL USE FORM

DATE:

3/4/20

TO: SCHOOL BUSINESS OFFICE
(ATTN: SANDY MCCASLAND)
FX #: 574-8032 PHONE #: 574-8034

FROM:

Regan School

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL
FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Regan School

AUDITORIUM

GYMNASIUM

SWIMMING POOL

CAFE/ROOMS

DATE(S) REQUESTED:

Thursday, April 23, 2020

FROM

5:00

am/pm

TO

7:30

am/pm

FOR THE FOLLOWING PURPOSE:

Family Health Night

Patricia Poulter

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 police and fire headquarters.

MAR - 4 2020

SCHOOL PERSONNEL USE ONLYDATE: March 4, 2020

TO: SCHOOL BUSINESS OFFICE

FROM: Nakiea Newman

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Café/RoomsAttriumDATES REQUESTED: April 30, 2020FROM: 5:00 am/pm TO: 7:00 am/pmFOR THE FOLLOWING PURPOSES:Family Science Night
APPLICANTNakiea NewmanPlease 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.

Yack

MAR - 9 2020

SCHOOL PERSONNEL USE ONLY

DATE: March 9, 2020

TO: SCHOOL BUSINESS OFFICE

FROM: Shirley Petteway

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Bucks Hill

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Cafeteria/Rooms

DATES REQUESTED: March 25, 2020

FROM: 4 pm ~~am~~/pm TO: 7:30 ~~am~~/pm

FOR THE FOLLOWING PURPOSES:

Family Math Night

Shirley Petteway
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.

Cancel T. Lott

MAR - 9 2020

SCHOOL PERSONNEL USE ONLY

DATE: March 9, 2020

TO: SCHOOL BUSINESS OFFICE

FROM:

Shirley Petteway

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED:

Bucks Hill

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

May 7, 2020

FROM:

5:00 ~~am~~ ^{pm}

TO:

7:30 ~~am~~ ^{pm}

FOR THE FOLLOWING PURPOSES:

Family Science Night

Shirley Petteway
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.

Cancel T. Cott

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.8

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

GROUP	FACILITIES AND DATES/TIMES
Berkshire League A. MacNeil	Kennedy pool: Sat., March 7, 12:00 – 6:30 pm (league championship)
*Friends of Johanna Hayes B. Ellis	Crosby aud. & rms.: Mon., May 11, 5:00-9:00 pm (CT. congressional convention)

REQUESTING WAIVERS:

Wtby. Islamic Cultural Ctr. Fahd Syed	Crosby gym: Sat., May 23 or Sun., May 24, 6:00 am - 12:00 pm (prayer celebration) (\$882.)
Wtby. Veterans Ctr. John A. Sarlo	WAMS recital hall: Sat., May 9, 9:00 am - 12:00 pm (Gettysburg Oratorical Contest) (\$168.)
Knights of Lithuania M. Warren	W. Cross gym: Sundays 3/1, 4/19, 5/17, 6/21, 11:00 am - 12:15 pm (monthly meetings) (\$336.)
*City Youth Theater S. Davis	Rotella aud.: July 22 & 23, 5 – 9 pm (dress rehearsals) and July 24 & 25, 5 – 9 pm (performances) (\$1,300.)
*Wtby. Ballers T. Lott	Wilby gym: April 18 & 19, 8 am – 6 pm (basketball tournament) (\$1,848)

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

Boy Scouts C. Hewitt	Kennedy parking lot: April 10, 4 - 7 pm; April 11, 8 am – 6 pm; April 12, 8 am – 1 pm; May 8, 4 - 7 pm; May 9, 8 am – 6 pm and May 10, 8 am – 1 pm (selling flowers/ parking lot only)
Wtby. Y.M.C.A. J. O'Rourke	Gilmartin: 2020-21 school year, 2:50 - 6:00 pm (after school program) Gilmartin: 2020 summer camp, 7:00 am - 6:00 pm Tinker: 2020-21 school year, 2:20 - 6:00 pm (after school program) Generali: 2020-21 school year, 2:50 - 6:00 pm (after school program) Chase: 2020-21 school year, 2:50 - 6:00 pm (after school program)
Boy Scouts A Marchetti	Crosby pool: Mondays 3/23 & 3/30 7:00-9:00 pm (swim safety program)
*CT. Let's Go N. King	Generali gym: Wed. & Fri., 6:00 - 8:00 pm, 3/18 – 5/6 (practice for track)
*City Youth Theater S. Davis	Maloney café: 4/2/20-7/21/20, 5:00 - 9:00 pm, Tues., Wed., Thurs. (practice for summer performance)
*Rivera Memorial Found. J. Ocasio	Reed café: Wed., May 6, 4:30 - 7:00 pm (Truth About Gangs presentation)
*Catholic Academy B. Zaccagnini	Gilmartin gym: 3/7/20 – 6/26/20, Mon., Tues., Wed., Fri. 6:00 - 9:00 pm (basketball practice)

Approved:

Jason Van Stone

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#

MAR - 2 2020

Book
contact: Barbara Ellis

APPLICANT Friends of Jahana Hayes NAME OF ORGANIZATION Friends of Jahana Hayes
ADDRESS Po Box 1487 Waterbury CT 06721 TELEPHONE # (860) 983 0430
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby DATES 5/11/20 ROOM(S) Auditorium + a couple nearby
OPENING TIME 5 pm CLOSING TIME 9 pm PURPOSE CT-05 Congressional convention rooms
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO 0
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 400-500 CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 3/2/20
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Barbara Ellis, Po Box 1487 Waterbury 06721 - 860 983 0430

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. BE (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR PLUS 1 HR SERVICE PER MEET

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

hook

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

MAR - 4 2020

CONTRACT#

APPLICANT Shelby Davis NAME OF ORGANIZATION City Youth Theatre

ADDRESS 22 Niagara St Waterbury Ct TELEPHONE # 2034370325
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES see attached ROOM(S) Aud. & Tarrum

OPENING TIME _____ CLOSING TIME _____ PURPOSE Youth Theatre Group

ADMISSION (if any) \$5.00 Show date CHARGE TO BE DEVOTED TO FUND RAISING

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 10

SIGNATURE OF APPLICANT [Signature] DATE 2/20/20

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Shelby Davis 2034370325 ShelbyCDavis@gmail.com

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. SD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (2) (\$420.)

RENTAL FEES: _____

MISCELLANEOUS FEES: Tech. \$55/HR. (\$880.)

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

CITY YOUTH THEATER

ROTELLA MAGNET SCHOOL

DRESS REHEARSALS

JULY 22ND AND 23RD

5:00-9:00 PM

PERFORMANCES:

FRIDAY, JULY 24TH

5:00-9:00 PM

SATURDAY, JULY 25TH

5:00-9:00 PM

*cust
420.*

*Tech
880.-*

MAR 6 2020

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Girard Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilby DATES Apr 18 + 19 ROOM(S) Gym
OPENING TIME 8 AM CLOSING TIME 6 PM PURPOSE Basketball Tournament
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO SE
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN 100
SIGNATURE OF APPLICANT Terence Lott DATE 3-6-20

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

(SAME AS ABOVE)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE per cust. (2) (1,848.00)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE 1

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. 574-8983 FIRE DEPT. 697-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION. PLEASE CALL THE FOOD SERVICE DEPT. AT 674-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION: Wally Bankers - T. Lott

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wally

DATE(S): April 18

TIMES: 8-6 pm 924

DATE(S): 19

TIMES: 8-6 pm 924

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

3-6-20
Date

T. Lott
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1848.
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

MAR - 4 2020

CONTRACT#

APPLICANT Nicole King NAME OF ORGANIZATION CT Let's GO
ADDRESS 137 Circular Ave WTBY CT 06705 TELEPHONE # (203) 725-2349
(street) (city) (state) (zip code)
SCHOOL REQUESTED General DATES March 18th - May 6th ROOM(S) Gym
OPENING TIME 6:00 PM CLOSING TIME 8 PM PURPOSE Track
ADMISSION (if any) B CHARGE TO BE DEVOTED TO N/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 15
SIGNATURE OF APPLICANT Nicole King DATE 3-5-20

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Nicole King 137 Circular Ave, WTBY, CT 06705

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. NK (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Wed
+
Fri.

CT Let's GO

Wed.
+
Fri.

SCHOOL/ROOMS REQUESTED: _____

General

DATE(S): March 18, 20

DATE(S): 25, 27

DATE(S): April 3

DATE(S): 8, 10

DATE(S): 15, 17

DATE(S): _____

TIMES: 6:00 pm - 8:00 pm

TIMES: 6:00 pm - 8:00 pm

TIMES: 6:00 pm - 8:00 pm

TIMES: 6:00 pm - 8:00 pm

TIMES: 6:00 pm - 8:00 pm

TIMES: _____

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

MAR - 4 2020

CONTRACT#

400k
APPLICANT Shelby Davis NAME OF ORGANIZATION City Youth Theatre
ADDRESS 22 Niagara St Waterbury Ct TELEPHONE # 2034370325
(street) (city) (state) (zip code)
SCHOOL REQUESTED Malone DATES 4/2 - 7/21 ROOM(S) see ATTACHED
OPENING TIME 5 PM CLOSING TIME 9 PM PURPOSE Youth Theatre Group
ADMISSION (if any) \$5.00 Show only CHARGE TO BE DEVOTED TO FUND RAISING
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 10
SIGNATURE OF APPLICANT [Signature] DATE 2/20/20
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Shelby Davis 2034370325 ShelbyCDavis@gmail.com
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. SD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE [Signature] YES _____ NO _____

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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:
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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

CITY YOUTH THEATER

MALONEY MAGNET SCHOOL

PLAY AUDITIONS:

APRIL 2ND AND 3RD 6:00-9:00 PM

REHEARSALS:

TUESDAYS, WEDNESDAYS, THURSDAYS

APRIL 7TH TO JULY 21ST 6:00-9:00 PM

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

MAR 12 2020

CONTRACT#

APPLICANT Jessica Ocasio NAME OF ORGANIZATION Rivera Memorial Foundation

ADDRESS 186 Cherry Street, Waterbury, CT 06702 TELEPHONE # 475-235-3182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed School DATES May 6, 2020 ROOM(S) Cafeteria/Kitchen

OPENING TIME 4:30p CLOSING TIME 7:00p PURPOSE Truth About Gangs Presentation

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-30 CHILDREN 30-50

SIGNATURE OF APPLICANT Jessica Ocasio DATE 3-12-20

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Jessica Ocasio/Maritza Rivera, 186 Cherry Street, Waterbury, CT 06702, 475-235-:

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. Jessica Ocasio (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# MAR - 9 2020

APPLICANT Brian Zaccagnini NAME OF ORGANIZATION Catholic Academy
ADDRESS 43 Robbins St Waterbury, CT 06708 TELEPHONE # 203 206 3063
(street) (city) (state) (zip code)

SCHOOL REQUESTED gilmartin DATES 3/7/2020 - 6/26/2020 ROOM(S) gym

OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Basketball (Practice)

ADMISSION (if any) X CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OF APPLICANT [Signature] DATE 3/9/2020

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Brian Zaccagnini 23 Peach Orchard Rd Wtby 06706 (203) 206-3063

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. BZ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

mon, tues wed
and Friday
6-9pm.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.1

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the new policy “Ages of Attendance”/#5112, replacing the current policy “Early Admission Into Kindergarten” policy/#5112.

Approved:

Ann M. Sweeney

Ages of Attendance

District schools shall be open to all children five years of age and over who reach age five by December 31st of any school year. Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin sexual orientation, or gender identity or expression.

Parents and those who have the care of children age five to eighteen years of age inclusive are obligated by Connecticut law to require their children to attend public day school or its equivalent in the district in which such child resides, unless the parent or person having control of such child is able to show that the child is elsewhere receiving equivalent instruction in the studies taught in the public schools. The parent or person having legal guardianship of a child seventeen years of age must consent to such child's withdrawal from school. The parent or person having control of a child seventeen years of age may consent to such child's withdrawal from school. The parent or person shall exercise this option by personally appearing at the school to sign a withdrawal form. Such withdrawal form shall include an attestation from a school counselor or school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community. If a child is eighteen years of age or older, he/she is not required to attend school.

The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by December 31st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by December 31st of any school year. The parent or person having legal guardianship shall exercise such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person having legal guardianship with information on the educational opportunities available in the school system.

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Proof of domicile will also be requested.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation.

The parent/guardian of any child who is denied admission to school, or an emancipated minor, a student eighteen years of age or older, a homeless child or youth, or an unaccompanied youth who is denied schooling, or an agent or officer charged with the enforcement of attendance laws may request, in writing, a hearing by the Board of Education. Such hearing may be conducted by the entire Board of Education, or by a subcommittee of three Board members, or by a local impartial hearing Board of one or more persons not members of the Board of Education.

Ages of Attendance, continued

Children who have attained the age of seventeen and who have voluntarily terminated enrollment in the district's schools and subsequently seek readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to the District not later than ten (10) school days after such termination in which case the Board shall provide school accommodations to such child not later than three school days after such child seeks readmission.

Early Admission

Parents/guardians must make a formal request for early admission no later than June 1 of the calendar year in which the child would be admitted to the school. Since research on early admission to kindergarten has demonstrated that it is a "high risk" decision, only those children who have attained their fourth birthday between January 1st and June 30th will be considered for early admission. The student being considered for early admission must exhibit evidence of advanced (typically two standard deviations above the mean) intelligence and adaptive behavior from a standardized assessment administered in the district.

Such testing shall guide the Superintendent or his/her designee in the acceptance or rejection of the request. The programmatic decision of the Superintendent or his/her designee in such instances shall be final.

Provisions for Special Education

According to Connecticut General Statute 1-76d(b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

Alternative School Placement

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

(cf. 5118.1 – Homeless Students)

(cf. 5118.3 – Children in Foster Care)

Ages of Attendance, continued

Legal Reference: Connecticut General Statutes
4-176e to 4-180a Agency hearings.
4-181a Contested cases. Reconsideration. Modifications.
10-15 Towns to maintain schools.
10-15c Discrimination in public schools prohibited. School attendance by five-year-olds.
10-76a - 10-76g re special education.
10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) as amended by PA 98-243, PA 00-157, PA 09-6 (September Special Session) and PA 18-15.
10-186 Duties of local and regional boards of education re school attendance. Hearings. (Amended by PA 19-179 An Act Concerning Homeless Students' Access to Education.
Appeals to State Board. Establishment of hearing board.
10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.
10-233c Suspension of pupils.
10-233d Expulsion of pupils.
10-261 Definitions.
State Board of Education Regulations
10-76a-1 General definitions (c) (d) (q) (t)
10-76d-7 Admission of student requiring special education (referral)
10-204a Required immunizations (as amended by PA 98-243)
McKinney-Vento Homeless Assistance Act (PL 107-110 Sec. 1032) 42 U.S.C. §11431-11435, as amended by the ESSA, P.L. 114-95
Federal Register: McKinney-Vento Education for Homeless Children & Youths Program, Vol. 81 No. 52, 3/17/2016.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.2

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the new "Building Committees" policy, #7100.

Approved:

Ann M. Sweeney

Building Committees

Whenever it is deemed necessary by the Board of Education to provide for additional and/or major facility alterations for the educational system under the authority of the State School Construction Program or similar program under the authority of the Department of Administrative Services where a School Building Committee is required, the Board of Education shall request the town/City to form a School Building Committee.

Approval of the request by the Town's legislative body/town meeting shall signify acceptance of the need by that body and the Mayor shall, within 30 days thereafter, order the formation of a School Building Committee. Such Committee shall perform all duties required relative to project planning, application, approvals, construction, expenditures, change orders, completion, final approval and acceptance consistent with the requirements for grants for school building projects. Nothing in this policy shall preclude state statutes or local charter. If, at any time, any part of this policy shall become contrary to the state statutes or the charter, such findings shall have no effect on the remaining sections of this policy.

Appointment and Terms

The School Building Committee shall include the members of the Building and School Facilities Committee and may also include representatives from the Board of Aldermen and a City Finance Department representative. Additional community members may be chosen. At least one member of the Committee shall be an individual with expertise in the construction industry. These members shall serve through the completion of the project.

Community representatives may include:

- Citizen taxpayer(s) from the school area to be served;
- Citizen taxpayer(s) from the school district community as a whole; outside the school area to be served;
- A representative from the certified education staff;
- One person from the commercial and/or professional community of the town; and/or
- One person from the industrial community of the town may be chosen.

A School Building Committee shall be appointed for the express purpose of one particular project. Each School Building Committee shall be designated by project name.

The duly authorized School Building Committee will continue as a complete committee regardless of changes in town government or the Board of Education during the course of the project except where such Board representative is not reelected or reappointed to the Board the person represents, in which case replacement will be made according to provisions pertaining to vacancies.

Legal Reference: Connecticut General Statutes

10-283 Application for grants for school building projects. (as amended by P.A. 19-1, July Special Session)

P.A. 19-1, July Special Session, An Act Concerning Authorization of State Grant Commitments for School Building Projects.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Construction Contract with Environmental Systems Corporation to provide School Security Video Surveillance & Access Control System Expansion and Upgrades.

Approved:

Rocco F. Orso

Memorandum

To: Board of Aldermen
Board of Education

From: Will Zhuta, IT Director, Department of Education Computer Technology Center

Date: March 12, 2020

Re: **Board of Education and Board of Aldermen Approval Request / Executive Summary -**
Contract for School Security Video Surveillance and Access Control

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract in the not to exceed amount of \$738,318.46 for School Security Video Surveillance and Access Control between the City of Waterbury and Environmental Systems Corporation.

This contract was initiated under the Request for Proposal (RFP #6516). There were 3 bidders for this project with Environmental Systems Corporation, Inc. being the most qualified responsible bidder.

This contract will allow the Waterbury Public Schools to work with a certified integrator who is able to meet the complex requirements of the current school security system. The integrator will design, install, train and provide 3 years of support to the following schools: Bucks Hill Pre-K, Driggs Elementary, Regan Elementary, State Street School, Washington Elementary, Chase Elementary, Hopeville Elementary, Wallace Middle, and West Side Middle Schools

The School Security Video Surveillance and Access Control system will consists a new Milestone network digital video recording servers (same system used by the WTBY PD), door access controllers, door nodes and strikes, Axis digital cameras, and new front door video entry systems.

Accordingly, attached for your review and consideration are 11 copies of the proposed contract, plus the Vendor Award letter as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

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

Thank you.

CONSTRUCTION CONTRACT
for
School Security Video Surveillance & Access Control System
Expansion and Upgrades
between
City of Waterbury
and
Environmental Systems Corporation

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Environmental Systems Corporation located at 18 Jansen Court, West Hartford, Connecticut 06110, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to Request for Proposal ("RFP") Number 6516 for School Security Video Surveillance & Access Control System Expansion and Upgrades; and,

WHEREAS, the City accepted the Contractor's bid for **RFP Number 6516**; and

WHEREAS, the City desires to obtain the Contractor's services for school security video surveillance and access control system expansion and upgrades pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the contractor shall provide materials and services at the following City schools: Bucks Hill Pre K, Driggs, Duggan, Regan, Washington, Chase, and Hopeville Elementary Schools, State Street School and Wallace, and West Side Middle Schools. The Services to be provided include but shall not be limited to: training of the Central Office and the administration of each school on the use of each security and camera system. The Contractor will also furnish Milestone Video Surveillance Systems and S2 Access Control Systems, including all required cabling, testing, system configuration and work within data rooms, door modifications, installation, coring, and cabling for security, and cameras, programming of pathways, etc., and all other necessary

work, services and parts to be provided and supplied as more particularly detailed and described in the City of Waterbury RFP No. 6516 and Contractor's Response thereto which included in **Attachment A** attached hereto 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. 6516, consisting of 27 pages (excluding Contractor Compliance documents and Sample City Contract), attached hereto.
- 1.1.2 Drawings entitled-"Security Plans for Waterbury Board of Education", consisting of 16 pages, attached hereto.
- 1.1.3 "Communication Horizontal Cabling", consisting of 17 pages, attached hereto.
- 1.1.4 "Security Conductors and Cables", consisting of 5 pages, attached hereto.
- 1.1.5 "Pathways for Security Systems", consisting of 12 pages attached hereto.
- 1.1.6 "Access Controls", consisting of 23 pages, attached hereto.
- 1.1.7 "Video Surveillance System", consisting of 17 pages, attached hereto.
- 1.1.8 "Hollow Metal Doors and Frames", consisting of 10 pages, attached hereto
- 1.1.9 "Door Hardware Sets", consisting of 8 pages, attached hereto.
- 1.1.10 Prevailing Wage documentation, consisting of 15 pages, attached hereto
- 1.1.11 Addendum No. 1 to City of Waterbury RFP No. 6516, dated November 11, 2019, consisting of 1 page, attached hereto.
- 1.1.12 Addendum No. 2 to City of Waterbury RFP No. 6516, dated November 12, 2019, consisting of 1 page, attached hereto.
- 1.1.13 Addendum No.3 to City of Waterbury RFP No. 6516, dated November 27, 2019, consisting of 5 pages, attached hereto.
- 1.1.14 Addendum No.4 to City of Waterbury RFP No. 6516, dated November 27, 2019, consisting of 30 pages, attached hereto.
- 1.1.15 Contractor's Response to City of Waterbury RFP No. 6516, dated December 9, 2019, consisting of 41 pages
- 1.1.16 Contractor's updated Cost Proposal, consisting of 5 pages, dated February 3, 2020, attached hereto.
- 1.1.17 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference).
- 1.1.18 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference).
- 1.1.19 Performance Bond and Payment Bond (incorporated by reference).
- 1.1.20 Certificates of Insurance (incorporated by reference).
- 1.1.21 Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference).
- 1.1.22 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference).
- 1.1.23 All permits and licenses (incorporated by reference).

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

- 1.2.1 Contract Amendment(s) and Change Orders
- 1.2.2 Contract
- 1.2.3 City of Waterbury RFP
- 1.2.4 City of Waterbury RFP Addenda 1-4
- 1.2.5 Contractor's Bid Form
- 1.2.6 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.7 Technical Specifications
- 1.2.8 Drawings

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

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 6516** (collectively "Bid Documents");

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

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

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

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

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

3.9. 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. Contract Time. The Contractor shall Substantially Complete all work and services required, for implementation of the Services 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. 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 **Seven Hundred Thirty-Eight Thousand Three Hundred Eighteen Dollars and Forty-Six Cents (\$738,318.46)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's Revised Bid, dated February 3, 2020",

6.1.1	VSS and ACS system furnished and installed in all schools in an amount not to exceed Six Hundred Seventy-One Thousand One Hundred Ninety-Eight Dollars and Sixty Cents.....	\$671,198.60
6.1.2	City Controlled Contingency in an amount not to exceed Sixty-Seven Thousand One Hundred Nineteen Dollars and Eighty-Six Cents	\$67,119.86
6.1.3	Total Compensation in an amount not to exceed Seven Hundred Thirty-Eight Thousand Three Hundred Eighteen Dollars and Forty-Six Cents.....	\$738,318.46

6.2. Contingency The Contingency in the amount of Sixty-Seven Thousand One Hundred Nineteen Dollars and Eighty-Six Cents (\$67,119.86), shall be utilized at the sole discretion of the City for work and services not set forth in this contract. The basis for adjustment of the contingency shall be, but not limited to, the process for parts Unit Prices, when applicable, as submitted by the Contractor as listed in Contractors' Bid dated December 9, 2019.

6.3. 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.

6.4. 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.

6.4.1 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.

6.4.2 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.

6.5. Bid Costs. All costs of the Contractor in preparing its bid for **RFP Number 6516** 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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:

6.10.1 submit Applications for Payment in accordance with the following:

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

6.10.2 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)** one (1) year after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

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

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

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

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

9. Indemnification.

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

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

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

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

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

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

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

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

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

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

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

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured except and provide waiver of subrogation on all policies. 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 all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the

policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any

mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of 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 Contractor is funded in whole or in part by state funds.

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

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

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

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

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

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

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

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

13.3. Affirmative Action.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related

qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

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

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

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

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner

prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

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

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

14. Good Jobs Ordinance

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i. “Administrator” shall be defined as it is in the Good Jobs

Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vi) 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 6516** and (ii) the Contractor's Bid response to **RFP Number 6516**, dated December 9, 2019. 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: Environmental Systems Corporation
18 Jansen Court
West Hartford, CT 06110

City: City of Waterbury
Chase Municipal Building
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 the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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: City of Waterbury Department of Education, Information Technology Center

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

**ENVIRONMENTAL SYSTEMS
CORPORATION**

By: _____

Its _____

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Crown Castle Fiber, LLC, to provide Wide Area Network Services.

Approved:

Rocco F. Orso

Memorandum

To: Board of Aldermen
Board of Education

From: Will Zhuta, IT Director, Department of Education Computer Technology Center

Date: March 12, 2020

Re: **Board of Aldermen Approval Request / Board of Education**
Executive Summary - Contract for Wide Area Fiber Network between the City of Waterbury and Crown Castle Fiber, LLC

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract in the amount of \$361,200.00 for Wide Area Fiber Network between the City of Waterbury and Crown Castle Fiber Networks.

This contract was initiated under the Invitation to Bid process (ITB #6490). There were several bidders for this project with Crown Castle Fiber, LLC being the lowest responsible bidder (see attached Bid Summary as prepared by the Purchasing Department).

This contract will allow for a high speed fiber optic based services for 7 buildings that service Waterbury's 18,800 students and 3,500 staff members. The contract is four years in duration, from July 1, 2020 through June 30, 2024. Total compensation payable to Crown Castle Fiber, LLC shall be THREE HUNDRED NINE THOUSAND SIX HUNDRED (\$361,200.00) for the entire four-year term of this contract contingent upon full compliance/satisfaction of the following method of payments:

- i. Four (4) annual USF E-Rate payments, to be paid directly from USAC to CCF in the amount up to Seventy Six Thousand Seven Hundred Fifty-Five Dollars (\$76,755.00) for a total not to exceed amount of Three Hundred Seven Thousand Twenty Dollars (\$307,020.00) for the entire four year term of this contract. Said fee will be billed by CCF to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules;
- ii. The City shall pay CCF in an amount not to exceed Fifty Four Thousand One Hundred Eighty Dollars (\$54,180.00) for the entire 4 year contract, payable in an amount not to exceed Thirteen Thousand Five Hundred Forty-Five Dollars (\$13,545.00) per year, or One Thousand One Hundred Twenty-Eight Dollars And Seventy-Five Cents (\$1,128.75) per month. The City shall make payment yearly on or before June 30 of each year. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.
- iii.

Accordingly, attached for your review and consideration are 11 copies of the proposed contract, plus the Bid Summary as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

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

AGREEMENT
RFP Nos. 6490 and 6559
for
WIDE AREA NETWORK
between
The City of Waterbury, Connecticut
and
Crown Castle Fiber, 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 ("City") and Crown Castle Fiber, LLC located at 80 Central Street, Boxborough, Massachusetts 01719, a State of New York, duly registered foreign, limited liability company ("CCF").

WHEREAS, CCF submitted proposals to the City responding to **Request for Proposal ("RFP") No. 6490 and RFP No. 6559** for Wide Area Network; and

WHEREAS, the City selected CCF to perform services regarding **RFP No. 6490 and RFP No. 6559**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. CCF 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. CCF 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 CCF will provide and deliver New Wide Area Network Services for the following City of Waterbury Public Schools and facilities: Food Services Facility, Kennedy High School, Crosby High School, Wallace Middle School, Wilby High School/North End Middle School, Bucks Hill Elementary School, Regan Elementary School, and Waterbury Arts Magnet School. Said services will include, but are not limited to high speed communications for simultaneous IP voice, video and data connectivity. CCF shall perform all Services as outlined herein and as more particularly detailed and described in RFP Nos. 6490 and 6559 and CCF's responses thereto attached hereto as part of **Attachment A** which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by CCF as

having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City of Waterbury RFP No. 6490, consisting of 14 pages, (excluding Contractor Compliance Documents and sample City Contract), attached hereto.

1.1.2 City of Waterbury RFP No. 6559, consisting of 14 pages, (excluding Contractor Compliance Documents and sample City Contract), incorporated by reference.

1.1.3 CCF's Response to City of Waterbury RFP# No.6490, dated October 19, 2019, consisting of 71 pages, (excluding Crown Castle Master Telecommunications License Agreement, and Crown Castle Ethernet Supplement to the Master Telecommunications License Agreement), attached hereto.

1.1.4 CCF's Response to City of Waterbury RFP No.6559, dated January 29, 2020, consisting of 60 pages, (excluding Crown Castle Master Telecommunications License Agreement, and Crown Castle Ethernet Supplement to the Master Telecommunications License Agreement), incorporated by reference.

1.1.5 CCF's Price quotation, dated November 19, 2019, consisting of 2 pages, attached hereto.

1.1.6 CCF's Price quotation, dated January 29, 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.

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 CCF. 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 City of Waterbury RFP Nos. 6490 and 6559
- 1.2.3 CCF's Response to RFP Nos. 6490 and 6559

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

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

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

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

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

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

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

3.7. Due Diligence Obligation. CCF 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. CCF hereby warrants and represents that prior

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

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

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

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

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

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 CCF has discovered in the Proposal Documents; and

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

3.8. Reporting Requirement. CCF 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 CCF and/or delivered by CCF 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) CCF's declaration as to whether the entirety of CCF'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 CCF designated project manager.

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

5. Contract Time.

5.1 CCF shall begin all work and services and complete all work and services required under this Contract within four (4) years of the execution of this Contract by the Mayor and in accordance with the following Project Milestones ("Term"): All tasks shall be completed within the number of days, set forth below, after execution of the Contract by the Mayor.

- | | |
|--------------|---|
| 5.1.1 | Task I Order verified by CCF and CF begins assignment of Tasks.....3 days |
| 5.1.2 | Task Two CCF submits initial engineering package to APS, local agencies, etc.....15 days |
| 5.1.3 | Task Three -CCF Completes Engineering of fiber splicing and patch installation, assigns tasks to splicing teams, and completes lateral build Schedule.....30 days |
| 5.1.4 | Task Four- CCF to follow up on new lateral applications, Consult with agencies regarding their concerns.....45 days |
| 5.1.5 | Task Five- CCF to verify BOM with vendor and place order for fiber and equipment.....50 days |
| 5.1.6 | Task Six- CCF Receives approval for build of new lateral, finalizes construction design, and submits order to third party construction firm.....80 days |

5.1.7	Task Seven- CCF begins lateral build.....	85 days
5.1.8	Task Eight- CCF Schedules splicing to coincide with completion of lateral build.....	100 days
5.1.9	Task Nine- CCF completes lateral build.....	120 days
5.1.10	Task Ten – CCF completes splicing. CCF begins testing.....	125 days
5.1.11	Task Eleven- CCF completes fiber testing and records results.....	140 days
5.1.12	Task Twelve- CCF hands-over network to City.....	145 days
5.1.13	Task Thirteen- City accepts network, CCF begins billing.....	150 days

At all times during the contract, CCF shall be responsible for and ensure continuity of IT Service for the applicable Department of Education System.

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

6. Compensation. The City shall compensate CCF 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 CCF shall not exceed Three Hundred Sixty One Thousand Two Hundred (\$361,200.00) for the entire four (4) year term of this contract. It is anticipated that if awarded the USF E-Rate program will pay 85% of the above fee and the City will pay 15% of the fee. Therefore, the payment by the City is contingent upon the award of the USF E-Rate program funding and following payment schedule:

6.1.1 Four (4) annual USF E-Rate payments, to be paid directly from USAC to CCF in the amount up to Seventy Six Thousand Seven Hundred Fifty-Five Dollars (\$76,755.00) for a total not to exceed amount of Three Hundred Seven Thousand Twenty Dollars (\$307,020.00) for the entire four year term of this contract. Said fee will be billed by CCF to USAC

on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and

- 6.1.2. The City shall pay CCF in an amount not to exceed Fifty Four Thousand One Hundred Eighty Dollars (\$54,180.00) for the entire 4 year contract, payable in an amount not to exceed Thirteen Thousand Five Hundred Forty-Five Dollars (\$13,545.00) per year, or One Thousand One Hundred Twenty-Eight Dollars And Seventy-Five Cents (\$1,128.75) per month. The City shall make payment yearly on or before June 30 of each year. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.

NOTE: The foregoing Section 6.1.1 and 6.1.2 payment provisions are based upon City being granted and receiving BOTH City funding and USF E-Rate funding for each year of the four (4) year period of this contract. In the event (a) City funding (the event of no City funding as referred to herein as non-appropriation) is not appropriated and/or (b) E-Rate funding is not granted and/or received, then within sixty (60) days of any such event, the parties shall conduct good faith negotiations to amend this Contract to permit a reduction in the services and a commensurate reduction in the price for those services acceptable to the Parties. If the negotiations do not result in a jointly executed written amendment within such sixty (60) day period, then this Contract shall terminate on the date either or both City Funding and/or USF E-Rate Funding, is not appropriated, or in the case of USF E-Rate Funding, is not granted and/or received by the City, without the City incurring any CCF imposed penalties, fees, or charges, etc.

6.3. Limitation of Payment. Compensation payable to CCF 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 CCF'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. CCF'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.

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

6.3. Review of Work. CCF shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. CCF 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 CCF's demand for payment. The City shall not certify fees for payment to

CCF until the City has determines that CCF has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of CCF in preparing its proposals for **RFP Nos. 6490** and **6559** shall be solely borne by CCF and are not included in the compensation to be paid by the City to CCF under this Contract or any other Contract.

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

8. Indemnification.

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

employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Consultant duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

9. CCF's Insurance.

9.1. CCF shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by CCF and such insurance has been approved by the City. CCF 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, CCF 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 CCF's obligation under this Contract, whether such obligations are CCF's or subcontractor or person or entity directly or indirectly employed by said CCF or subcontractor, or by any person or entity for whose acts said CCF 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 CCF:

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

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

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

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

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

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

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

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

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

**9.4.4 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act.
\$1,000,000.00 Aggregate**

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

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from CCF 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: CCF'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 CCF'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 CCF 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 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."** The City's request for proposal number must be shown on the certificate of insurance. CCF must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, CCF 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 CCF of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as

supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of CCF's work and services shall be secured in advance and paid by CCF. CCF 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 CCF for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. CCF remains liable, however, for any applicable tax obligations it incurs. Moreover, CCF represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, CCF 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. CCF 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 CCF, CCF shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CCF 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 CCF 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 CCF under this Contract shall, at the option of the City, become the City's property, and CCF shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, CCF shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by CCF,

and the City may withhold any payments to CCF for the purpose of setoff until such time as the exact amount of damages due the City from CCF is determined.

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

13.3. Termination for Non-Appropriation or Lack of Funding. CCF acknowledges that the City is a municipal corporation and that this Contract is subject to the full satisfaction of Paragraph 6 herein, requiring approval and receipt by the City of funds for this project through USF E-Rate funding, for each contract year and the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. CCF 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 CCF.

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

13.4. Rights Upon Cancellation or Termination.

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

14. Ownership of Instruments of Professional Services. The City acknowledges CCF's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and CCF is that of client and independent contractor. No agent, employee, or servant of CCF shall be deemed to be an employee, agent or servant of the City. CCF 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 CCF hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by CCF 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 CCF or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, CCF 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 CCF 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 CCF'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 CCF, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to CCF'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 CCF 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 Nos. 6490 and 6559** and (ii) CCF's proposals responding to the aforementioned **RFP Nos. 6490 and 6559**.

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. CCF 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, CCF shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and CCF 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 CCF, 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:

CCF: Crown Castle Fiber, LLC
c/o Crown Castle
80 Central Street
Boxborough, MA 01719
Attn: General Counsel

With a copy to same address, Attn: COO

City: City of Waterbury
c/o Computer Technology Center
236 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 CCF 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 CCF 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. CCF 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. CCF 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 12/31/2015*". 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. CCF 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. CCF 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 CCF 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 CCF 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

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

CROWN CASTLE FIBER, LLC

Danielle Joyce
Scott J. Leach

By: *Douglas A. Valente*
Its *Sr. Atty - Fiber Solutions*
Date: *March 10, 2020*

ATTACHMENT A

1. City of Waterbury RFP No. 6490, consisting of 14 pages, (excluding Contractor Compliance Documents and sample City Contract.), attached hereto.
2. CCF's Response to City of Waterbury RFP No.6490, dated October 19, 2019, consisting of 71 pages, (Excluding Crown Castle Master Telecommunications License Agreement, and Crown Castle Ethernet Supplement to the Master Telecommunications License Agreement), attached hereto.
3. CCF's Price quotation, dated November 19, 2019, consisting of 2 pages, attached hereto.
4. CCF's Price quotation, dated January 29, 2020, consisting of 1 page, attached hereto.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Anton, Karen – KHS Associate Unified Sports Coach, eff. 02/19/2020.
Demirs, Matthew – WMS Flag Football Coach, eff. 03/23/2020.
Franks, Lauren – WHS Assistant Robotics Coach, effective 02/28/2020.
Hinton, Marci – WHS Head Robotics Coach, eff. 02/28/2020.
Kennedy, Lamar – WHS Assistant Baseball Coach, eff. 03/13/2020.
Pack, Denessa – CHS Assistant Cheerleading Coach, eff. 12/09/19.
Rotatori, Kayla – WAMS Lead unified Sports Coach, eff. 02/19/2020.
Singley, Paul – WHS Assistant Track Coach, eff. 03/21/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Carter, Sa-Queen – WMS Student Council Advisor.
Klein, Jeremy – WMS Controller of Activity Funds.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

Herron, Chantel – Child Associate, part-time, \$22.00 p/hour, non-union and without benefits, funded by Primary Mental Health.

Quintano, Carolyn – Secretary 2, full-time, salary and benefits governed by UPSEU, funded by IDEA Part B.

Rivera, Annette – Secretary 3, part-time, \$16.80 p/hour, non-union and without benefits, funded by Title I.

Zareck, Corrin – Teacher, SDOE and 21st Century Afterschool Program, salary per contract.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
WSMS After-school Math Prep Program Appointments, funded by Commissioners
Network:

Criscione, Rohinie – Administrator
Gosturani, Marinela – Teacher

Deptula, Joseph – Teacher

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following NEMS After-school Literacy and Numeracy Program Appointments, funded by Commissioners Network:

Numeracy:

Egan, Jennifer – Administrator
Della Calce, Anthony – Teacher
Frank, Elizabeth – Teacher
Munoz, Kelly – Teacher
Poulter, Kara – Teacher

Literacy:

Herbert, Sharell – Administrator
Cook, Brandy – Teacher
Galpin, Lindsay – Teacher
Rotella, Dave – Teacher
Wilson, Miriam – Teacher

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
WAMS After-school Instruction positions:

Brown, Michelle – 11/2019 Performance/Almost Maine.

Lehtinen, Zack – 02/2020 Performance/The Wiz.

Schulte, Scott – 02/2020 Performance/The Complete Work of Shakespeare.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher new hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Abuhamed	Hoda	WMS-Academy	Info Tech	01/09/2020
Barrera	Luz	Hopeville	Special Ed.	02/10/2020
Colon Olivares	Maria	Chase	Bil. Grade 2	01/2/2020
Duggan	Tatiana	WCA	Biology	01/27/2020
Farrington	Joseph	Hopeville	PE	02/20/2020
Gallati	Jean	WCA	FCS-Human Services	12/05/2019
Garcia Pillot	Zulma L	WCA	Spanish	08/22/2019
Grant-Mack	Tameka	Duggan	Gr. K co-taught	01/02/2020
Havican	Melissa	Chase	Pre-K Sped. Co-taught	02/18/2020
Kelly	Stephanie	WCA	Info Tech	10/29/2019
Monagas	Diana	Crosby	Spanish	04/01/2020
Opalenik	Michelle	Wilby	PE/Health	02/17/2020
Orletski	Nicole	Reed	Grade 2	02/06/2020
Pizarro	Leugim	Hopeville	Bil. Grade 4	01/13/2020
Rivera	Nicole	Rotella	Special Ed.	03/05/2020
Romano	Lisa	Wallace	English	01/08/2020
Rosado	Jeffrey	Bunker Hill	Grade 1	12/20/2019
Sazo	Gustavo	Wallace	Math	01/02/2020
Terry	Richard	Wilby	Culinary Arts	01/02/2020

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

DeMars, Jacqueline – Driggs Grade 3, effective 02/27/2020.
Jimenez, Irene – Duggan Special Education, effective 03/06/2020.
Schrader, Jordan – WMS Science, effective 03/06/2020.
Sconziano, Jessica – Gilmartin Grade 5, effective 03/03/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.9

March 26, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Adams, Bertha – Walsh Special Education, effective 06/30/2020.
Benjamin, Deborah – WSMS Science, effective 06/30/2020.
DiLorenzo, Ann – KHS PH/Health, effective 06/30/2020.
Feola, Lawrence – KHS Social Studies, effective 06/30/2020.
Killeen, Marcia – Maloney Pre-k Special Education, effective 06/30/2020.
Melchionne, Helene – Gilmartin Science, effective 06/30/2020.
Palleria, Lynne – WHS Business, effective 06/30/2020.
Skurkis, Teresa – Maloney Special Education, effective 06/30/2020.
Wilkas, James – WSMS Music, effective 06/30/2020.
Williams, Joyce – WHS Allied Health, effective 06/30/2020.

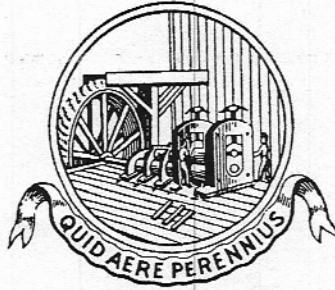
Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Communications



Packet week ending 3/25/20



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

February 28, 2020

Nateisha-Lashay Howard
191 Whalley Ave., #173
New Haven, CT 06511

Dear Ms. Howard:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – North End Middle School for the position of Administrative Associate I (Req. #2019803) at \$14.77 per hour. Please contact Jacqueline Gilmore, Principal @ North End Middle School at (203) 574-8097 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 5, 2020 at 9:15 a.m. at the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 6, 2020 at your regular scheduled time.

Park in the Buckingham parking garage and bring the ticket with you to orientation for validation. The parking garage can be accessed via Bank Street, Cottage Place or Field Street. We do not recommend that you park on the street as we will not be able to validate or allow departure from the orientation to feed the meter.

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
Jacqueline Gilmore, Principal @ NEMS
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

March 2, 2020

Susan Lugo
272 Pine St., 2nd, Apt. #2
Waterbury, CT 06710

Dear Ms. Lugo:

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 #2020320) 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.

Your first day reporting to the Department of Education – Food Service is March 5, 2020.

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.

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 Resources 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

March 3, 2020

Terrance Morrison
482 Wolcott St.
Waterbury, CT 06705

Dear Mr. Morrison:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ West Side Middle School (Req. # 2020281) at \$16.68 per hour. Please contact Kathy Gabrielson, Director of Pupil Services at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 19, 2020 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2nd Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 20, 2020 at your regular scheduled time.

Park in the Buckingham parking garage and bring the ticket with you to orientation for validation. The parking garage can be accessed via Bank Street, Cottage Place or Field Street. We do not recommend that you park on the street as we will not be able to validate or allow departure from the orientation to feed the meter.

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Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 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
Kathy Gabrielson, Director of Pupil Services
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

March 3, 2020

Bernadette Sands-Jordan
140-6D Fulkerson Dr.
Waterbury, CT 06708

Dear Ms. Sands-Jordan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional @ Wallace Middle School (Req. # 2020401) at \$16.68 per hour. Please contact Kathy Gabrielson, Director of Pupil Services at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 19, 2020 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2nd Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 20, 2020 at your regular scheduled time.

Park in the Buckingham parking garage and bring the ticket with you to orientation for validation. The parking garage can be accessed via Bank Street, Cottage Place or Field Street. We do not recommend that you park on the street as we will not be able to validate or allow departure from the orientation to feed the meter.

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.

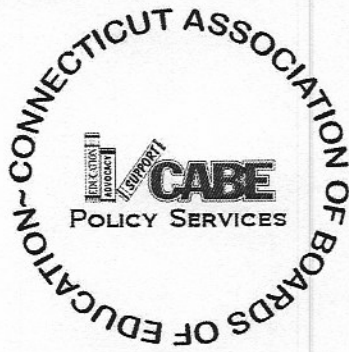
Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Kathy Gabrielson, Director of Pupil Services
File



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

March 6, 2020

Volume 19 – Issue #19

New Board of Education Civility Code Approved: The CABE Board of Directors, on February 12, 2020, approved a new civility code pertaining to board of education members. The new civility code was developed utilizing material from a previous CABE model policy, and material from the Virginia, Texas, North Carolina, and Illinois School Board Associations, in addition to material from the Hamden and Norwalk Boards of Education. The new code has been codified as policy #9273, Civility Code.

Policy Implications: Uncivil conduct does not include the expression of controversial or differing viewpoints that may be offensive to some persons, provided (1) the ideas are presented in a respectful manner and at a time and place that are appropriate, and (2) such expression does not materially disrupt, and may not be reasonably anticipated to disrupt, the educational and/or meeting process. Such differing viewpoints are permitted within the freedom of expression guaranteed by the First Amendment.

School systems need to care about encouraging civility in district schools and in the manner in which those within the educational community interact with each other. Incivility impacts organizational integrity, employee satisfaction, and student outcomes. Incivility has the potential to influence all aspects of the school campus, including satisfaction and productivity among board of education members, faculty, staff and students.

Numerous studies have taken place to review the effects of incivility on worker satisfaction, organizational integrity, and productivity. Incivility can be linked to decreased job performance and satisfaction. A safe, civil environment is essential to high board, student and staff achievement, to the free exchange of ideas central to a quality educational process, and to the development of youth as thoughtful participants in our democracy. Conversely, uncivil conduct, like other forms of disruptive behavior, interferes with a board's ability to fulfill its appropriate leadership role and with a student's ability to learn and a school's ability to educate its students.

It is necessary for board members, administrators, faculty, staff, students, volunteers, parents and other community members to maintain a clear expectation of civil conduct and problem-solving throughout the school district. The board of education should be committed to set an example in its deliberations at its meetings. Moreover, the board should provide the training and resources necessary to support this expectation and refuse to condone uncivil conduct at board meetings, on school grounds or at school-sponsored activities, whether by board members, staff, students, parents, volunteers or other visitors to the district.

Civility codes provide ground rules for communication among board members, teachers, parents and students. Policies pertaining to the issue of civility can provide direction for the board of education's actions, students and for community-school district interactions. The purposes of such policies are to promote a work and learning environment that is safe, productive and nurturing for all board members, staff and students, which encourage the free flow of ideas without fear or intimidation. Students would be provided with appropriate models for respectful problem-solving by such policies. In addition, such policies could reduce the potential triggers for violent conduct, such as fear, anger, frustration and alienation. Model policy #9273 is available upon request.

Federal Government Launches New School Safety Website: The Trump administration recently unveiled the School Safety Clearing House, which is intended to serve as a one-stop-shop to assist school districts meet their school safety and climate needs. The website, <https://www.schoolsafety.gov> was developed in response to recommendations from the U.S. Department of Education's Commission on School Safety, which was established after the tragic mass shooting at Marjory Stoneman Douglas High School in Parkland, Florida.

The intent of the website is to serve as a warehouse of best practices on school security procedures and offer school system leaders the latest evidence-based research on how to improve the safety of school facilities. Moreover, the federal clearinghouse also focuses on prevention strategies to help connect research to district practice, so that school system leaders have a resource for improving overall school climate and mental health while maintaining the flexibility to tailor programs to their local context.

The U.S. Departments of Education, Health and Human Services, Homeland Security, and Justice, cooperated to form this valuable resource for school system leaders.

Source: AASA, The Legislative Corps, Feb. 21, 2020, by Chris Rogers

Policy Implications: A number of policies pertain to the issue of school safety and security. They include the following:

- #3516 – Safe and Secure School Facilities, Equipment and Grounds
- #4148.1/4248.1 – School Security and Safety Committee
- #5131.7 – Weapons and Dangerous Instruments
- #5141.22 – Communicable/Infectious Diseases
- #5141.6 – Crisis Management Plan
- #5142 – Student Safety
- # 6114 – Emergencies and Disaster Preparedness
- # 6114.6 – Emergency Closings
- #6114.8 – Pandemic/Epidemic Emergencies

Number of Homeless Students Reaches New High: More than 1.5 million public-school students in the US were identified as homeless during the 2017-18 school year, up 11% from the previous year, according to the most recent data available, as cited in a recent report from the National Center for Homeless Education. It was the highest number recorded in more than a dozen years. Experts said it reflected a growing problem that could negatively affect children's academic performance and health.

The report found a 137 percent increase in the number of students who reported staying in “unsheltered” places, such as abandoned buildings and cars.

“The ripple effect here is real,” said Dr. Megan Sandel. A director of the Grow Clinic at the Boston Medical Center, who said housing instability was associated with developmental delays in children and children in fair or poor health. The Center is funded by the United States Department of Education.

The 2017-18 number was more than double the nearly 680,000 homeless students reported in 2004-05, the first school year examined by the Center. The Center compiles figures submitted annually by states to the federal government. Homelessness could mean sharing homes with other families during times of economic hardship or spending a night in a homeless shelter.

The report did not offer reasons for the changes but experts pointed to diverse factors that may have helped drive the totals in a troubling upward direction. Districts have also gotten better at identifying homeless students.

“People don’t let their school officials know when they’ve been homeless,” said Marybeth Shinn, a professor at Vanderbilt University, who researches homelessness. The annual numbers in the Center’s report most likely underestimate the problem. The numbers do not capture the impact homelessness may have on children throughout their lifetimes.

Source: “Number of Homeless Students Rises to New High, Report Says,” by Mihir Zaveri, New York Times, Feb 3, 2020.

Policy Implications: School districts are required to adopt policies and practices to ensure that homeless children and youth are not segregated on the basis of their status as homeless or stigmatized. District applications for McKinney-Vento Act grant funds are judged on the extent to which the local district uses the grant to leverage resources, including maximizing non sub-grant funds for the position of the homeless liaison and the provision of transportation and how the district uses Title I Part A set-aside funds to serve homeless children and youth. Grant funds may also be used to attract, engage, and retain homeless children and youth who are not enrolled in school, or used for extraordinary or emergency assistance needed to enable homeless children and youths to attend school and participate fully in school activities. Districts that receive Title I Part A funds must reserve funds to support homeless students, which can include transportation to the school of origin and for local liaisons. The district, through its policies and procedures must ensure that its activities will not isolate or stigmatize homeless children or youth.

The U.S. Department of Education issued guidelines pertaining to the McKinney-Vento Act. The guidelines address ways in which a state and local districts can implement the provisions related to homeless children and youths amended by the ESSA and that local districts need to review and revise policies and procedures that may present barriers to the identification, enrollment, attendance and success of homeless children and youths in school. Districts are encouraged to implement policies whereby schools immediately enroll homeless children and youth on such basis as oral communication with prior schools; affidavits from parents or guardians in place of immunization documentation, birth certificates, proof of residency, or other records; and other alternatives to the records usually required for enrollment. The local liaisons can facilitate implementation of these measures.

Policy #5118.1, "Homeless Students" was revised in order to comply with the new amendments to the Act. In addition, an updated administrative regulation is also available.

Studies Point to Effect of Air Quality in Schools: Education researchers have traditionally focused on the obvious ingredients of teaching and learning, such as instruction, curriculum, student motivation and school funding. Researchers are now scrutinizing the physical environment that surrounds students, especially the air quality and temperature in classrooms. In the past four years, scholars have produced a growing body of research, making a persuasive case that both air pollution and heat, an increasing concern with climate change, harm student achievement.

A scholar at New York University who studied the use of air filters in a California community concluded that test scores rose a lot more in the schools that installed them than in nearby schools that didn't. It's a small study. Something other than air filters might have produced the test score improvements. However, the study received a lot of attention. There's an important new body of research about air quality in classrooms that's worth watching.

It is known that pollution is bad for one's health but researchers are documenting how it affects the brain. A study in Israel found that high rates of pollution on the day of an exam tamped down high school test scores. The same students scored higher on different test dates with cleaner air. A study in London also found that exposure to indoor air pollutants was associated with lower exam test scores.

Claudia Persico, a policy scholar at American University, has been spearheading research into pollution and student achievement in this country. Three of her papers came out in 2019. One working paper about traffic pollution studied students from the same community and found that students who attend schools located downwind from a highway had lower test scores, more behavioral problems and more absences than students who attend upwind schools, which were more protected from toxic auto emissions.

A second study found that students exposed to more air pollution in Florida had lower test scores and were more likely to get suspended from school. A third study pertained to prenatal exposure to toxic waste sites.

There's new scientific evidence regarding the heat on a hot day. It's hard to think clearly in the heat. Taking advantage of a giant data set of PSAT scores, a team of researchers examined 10 million students across the country and found that they had lower scores if they experienced hotter school days in years preceding the test, with extreme heat being particularly damaging. The study, forthcoming in the American Economic Journal: Economic Policy, calculated that every Fahrenheit degree increase in the outdoor temperature over a school year reduced that year's learning by 1 percent.

A study by Jisung Park, an economist at UCLA, found that just one day of ill-timed heat could have an impact on high stakes exams in New York City. Park found that hot testing days reduced students' performance on Regents exams, which are required for graduation in New York. He found that students are 10 percent more likely to fail an exam when the temperature is 90 degrees than when it's 72 degrees.

It's not yet clear that a simple remedy, such as air conditioning, will make a big difference. An unpublished study of air conditioners in Chicago public schools didn't find an improvement in test scores in classrooms that used them.

This new body of environmental research in education is in its early stages. There is increasing confidence that air pollution and heat are affecting student learning," said Joshua Goodman, an economist at Brandeis University. The question of what to do about it is still open.

Source: "The Learning Effect of Air Quality in Classrooms," by Jill Barshay, *The Hechinger Report*, January 20, 2020.

Policy Implications: Policy #7230.2, "Indoor Air Quality, pertains to this topic. It is a recommended policy for inclusion in a district's policy manual. It is available upon request.