



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: December 31, 2019

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, January 2, 2020,
5:30 p.m., Rotella Magnet School
Notice of Regular Meeting – Thursday, January 16, 2020
6:30 p.m., WAMS Atrium



The Committees of the Board of Education will meet on Thursday, January 2, 2020, 5:30 p.m., Rotella Magnet School, Café, 380 Pierpont Road, Waterbury, Connecticut.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report (no backup) – Robin Henry.

PUBLIC SPEAKING

- 2. Committee on Finance/3 minutes ~ Request approval of a Construction Contract with J. A. Rosa Construction, LLC for Fit-out of Waterbury Public Schools Central Commissary – L. Franzese.
- 3. Committee on Finance/15 minutes ~ Grants Status Report – D. Biolo, L. Riddick Barron.
- 4. Committee on Finances ~ FYI - November Monthly Expenditure Report – D. Biolo.
- 5. Committee on Finance/3 minutes ~ Request approval of a Contract with Stanley Convergent Security Solutions for monitoring and servicing of security systems – W. Clark.
- 6. Committee on Finance/3 minutes ~ Request approval of an Agreement with Facility Support Services for on-call environmental services – W. Clark.
- 6a. Committee on Finance/3 minutes ~ Request approval of an Agreement with SNE Building Systems for Building Automation System – W. Clark.
- 7. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
- 8. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.

9. SUPERINTENDENT’S UPDATE TO THE BOARD

- 10. Superintendent’s Notification to the Board/5 minutes:
 - a. Athletic appointments:
 - Francisco, Joseph – CHS Assistant Basketball Coach, effective 12/02/19.
 - Hart, Richard – Duggan Intramural Girls Basketball, effective 01/22/20.
 - Hart, Richard – Duggan Intramural Tennis, effective 04/01/20.
 - Paradis, Sara – WCA Assistant Girls Basketball Coach, effective 12/18/19.

b. Grant Funded appointments:

Mercogliano, Cynthia – WMS Instructional Tutor, PT, \$33 p/hour, non-union and without benefits, funded by Title I.

Pelosi, Emily – WMS Instructional Tutor, PT, \$33 p/hour, non-union and without benefits, funded by Title I.

c. Teacher transfers effective 2020/21 School Year:

| Name | | From | To |
|-------------|----------|---------------------------------|------------------------------|
| Alexandrou | Steven | WMS - Math Lab | CHS - Math |
| Coy | Alana | WSMS - Math Grade 6 | WSMS - ELA Grade 6 |
| Cremins | Allison | Academic Acad. ELA Grade 6-8 | WSMS - ELA Grade 7 |
| Fengler | Deanna | Chase - Pre-K Regular Education | Wilson - Pre-K Reg. Ed. |
| Heidgerd | Rohn | WMS - Special Education | WCA - Special Education |
| Kitney | Dawn | Kingsbury - Grade 3 | WSMS - Special Education |
| Magnavice | Jennifer | WMS - General Science Grade 6 | WAMS - General Science Gr. 9 |
| Moscaritolo | Ashley | NEMS - General Science Grade 8 | WAMS - General Science Gr. 7 |
| Quinlan | Stacey | Generali - Grade 2 | WMS - ELA Grade 6 |
| Rodriguez | Alberto | WSMS - Bilingual Grade 6-8 | WCA - Spanish Grade 9-12 |
| Sapone | Vincent | WCA - General Science | WCA - Science Physics |

d. Teacher transfers effective 2020/21 School Year:

| Name | | From – temporary | To – permanent |
|-------------|-----------|---|---|
| Addona | Alyssa | NEMS - Guidance Counselor | NEMS - Guidance Counselor |
| Alagno | Elizabeth | Tinker - Grade 3 | Tinker - Grade 3 |
| Boucher | Jennifer | Tinker - Grade 3 | Tinker - Grade 3 |
| Bradley | Billie-Jo | Tinker - Grade 5 | Tinker - Grade 5 |
| Broggi | Jessica | Bucks Hill Annex - Pre-K Sp. Ed. | Bucks Hill Annex - Pre-K Sp. Ed. |
| Brown | Jennifer | Wilson - Library Media | Wilson - Library Media |
| Cadelina | Carissa | Rotella - Grade K | Rotella - Grade K |
| Campbell | Stephen | Gilmartin - ELA Grade 7-8 | Gilmartin - ELA Grade 7-8 |
| Caplash | Shobhna | WHS - Special Education - ABA | WHS - Special Education - ABA |
| Chasse | Jenny | Hopeville - Grade 2 | Hopeville - Grade 2 |
| Chieffo | Taylor | Chase - Grade 1 | Chase - Grade 1 |
| Cornacchio | Mark | CHS - Social Studies | CHS - Social Studies |
| Corsano | Laura | Tinker - Grade 3 | Tinker - Grade 3 |
| Davino | Melissa | Bunker Hill - Grade K | Bunker Hill - Grade K |
| Delgobbo | Leah | NEMS – Gen. Science Grade 6 | NEMS – Gen. Science Grade 6 |
| Dickey | Ryan | NEMS - Social Studies Grade 6 | NEMS - Social Studies Grade 6 |
| Dzikas | Anastasia | Sprague - Pre-K Regular Ed. | Sprague - Pre-K Regular Ed. |
| Farley | Amanda | Academic Acad.- ELA Grade 6-8 | Academic Acad.- ELA Grade 6-8 |
| Faucher | Richard | Wendell Cross/Bucks Hill Elementary Annex - Split Art | Wendell Cross/Bucks Hill Elementary Annex - Split Art |
| French | Gina | Driggs - Art | Driggs - Art |
| Galpin | Lindsay | NEMS - ELA Grade 8 | NEMS - ELA Grade 8 |
| Gilday | Michael | WMS - ELA Grade 6 | WMS - ELA Grade 6 |
| Grabowski | Leah | Maloney - Grade 2 | Maloney - Grade 2 |
| Griffin | Sean | CHS - Music | CHS- Music |
| Grendzinski | Katie | Wilson - Special Education | Wilson - Special Education |
| Guasp | Henry | Academic Acad. - Math Gr. 6-8 | Academic Acad. - Math Gr. 6-8 |
| Haas | Katie | Kingsbury - Grade 2 | Kingsbury - Grade 2 |
| Heckmann | Stephanie | Bucks Hill - Grade 3 | Bucks Hill - Grade 3 |
| Hodge | Jill | WAMS - Visual Arts | WAMS - Visual Arts |
| Howard | Patricia | Tinker - Library Media | Tinker - Library Media |
| Hubeny | Danielle | Bunker Hill/Sprague - Split ESL | Bunker Hill/Sprague - Split ESL |
| Izzo | Michelle | Wendell Cross - Grade K | Wendell Cross - Grade K |
| Jackson | Sarah | Bucks Hill - Bilingual Grade 2 | Bucks Hill - Bilingual Grade 2 |
| Jimenez | Nancy | Reed - Grade 3 | Reed - Grade 3 |
| Judkins | Jennifer | Hopeville - Grade K | Hopeville - Grade K |
| Kores | Lauren | Sprague - Grade K | Sprague - Grade K |

| | | | |
|----------------|-----------|---|---|
| Lehtinen | Zachary | WAMS - Theatre Arts | WAMS - Theatre Arts |
| Liu | Yee | Bucks Hill - Special Education - CBL Autism Grade 2-5 | Bucks Hill - Special Education - CBL Autism Grade 2-5 |
| Loi | Marisa | Maloney - Grade 3 | Maloney - Grade 3 |
| Lounsbury | Alan | WMS - General Science Grade 7 | WMS - General Science Grade 7 |
| Marcal | Kelly | Gilmartin - Grade 4 | Gilmartin - Grade 4 |
| Marcucio | Frank | WCA - Health Services | WCA - Health Services |
| Masayda | Rebecca | Districtwide - Speech Lang. Path. | Districtwide - Speech Lang. Path. |
| Mayo | Colin | Driggs/Kingsbury - Music | Driggs/Kingsbury - Music |
| Miller | Jamie | Hopeville - Special Education | Hopeville - Special Education Bilingual Speaking |
| Modeen | Brianne | Driggs Grade 4 | Driggs Grade 4 |
| Moutinho | Ashley | KHS - Guidance Counselor | KHS - Guidance Counselor |
| Negron | Emily | Maloney - Grade 3 | Maloney - Grade 3 |
| Nomoto | Emiko | Maloney - World Language - Japanese | Maloney - World Language - Japanese |
| O'Toole | Ami | WMS - Art | WMS - Art |
| Reinholz | Erica | Regan/Washington - Library Media | Regan/Washington - Library Media |
| Richard | Taylor | WCA - Health Services | WCA - Health Services |
| Rodrigues | Cindy | Washington - Special Education | Washington - Special Education |
| Rogers | Kimberly | Reed - Grade 1 | Reed - Grade 1 |
| Ruggiero | Rebecca | Bunker Hill - Music | Bunker Hill - Music |
| Russell | Melissa | Bucks Hill - Music | Bucks Hill - Music |
| Sanabria Godoy | Nora | WAMS - Spanish | WAMS - Spanish |
| Saunders | Keisha | Generali - Special Education | Generali - Special Education |
| Schumacher | Amber | Gilmartin - Math/General Science Grade 6 | Gilmartin - Math/General Science Grade 6 |
| Selmanaj | Fabian | Duggan - Math Grade 7 & 8 | Duggan - Math Grade 7 & 8 |
| Sickles | Meghan | Wendell Cross- Grade K | Wendell Cross - Grade K |
| Teulings | Catherine | NEMS - Art | NEMS - Art |
| Toussaint | Danielle | Rotella - ELA/Soc. Studies Gr. 5 | Rotella - ELA/Soc. Studies Gr. 5 |
| Tremaglio | Laura | Bucks Hill - Grade 5 | Bucks Hill - Grade 5 |
| Turecek | Rachel | NEMS - Art | NEMS - Art |
| Vinca | Valmira | Reed - Grade 2 | Reed - Grade 2 |
| Viscardi | Kristen | Bunker Hill - Special Educ. - BDLC | Bunker Hill - Special Educ. BDLC |
| Welch | Cody | WHS - PE/Health | WHS - PE/Health |

e. Teacher involuntary transfers effective 2020/21 School Year:

| Name | | From | To |
|--------|--------|--------------------|--------------------|
| Doiron | Nicole | WSMS - ELA Grade 6 | WSMS - ELA Grade 6 |
| Pratt | Lena | WSMS - ELA Grade 7 | WSMS - ELA Grade 7 |

f. Resignations:

Armour, Nadean – NEMS Special Ed/ABA, effective 01/10/20.
 Arnold, Jessica – State Street Special Ed, effective 01/17/20.
 Camilleri, Lisa – WMS Math, effective 01/03/20.
 Conway, Michael – KHS Tech Ed, effective 01/10/20.
 Garcia, LiMattie – Carrington Social Worker, effective 01/17/20.
 McKirryher, Jonna – Reed Grade 6, effective 01/17/20.
 Snow, Sara-Beth – Duggan Kindergarten, effective 12/20/19.

g. Retirements:

Dubois, Donna – WHS PE, effective 11/30/19.
 Morrissey, Sean – Kingsbury Grade 5, effective 12/20/19.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
 Carrie A. Swain, Clerk
 Board of Education

CONSTRUCTION CONTRACT
for
Fit-out of Waterbury Public Schools Central Commissary
between
City of Waterbury
and
J.A. Rosa Construction, LLC

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 J.A. Rosa Construction, LLC, located at 17 Town Line Road, Wolcott, Connecticut 06716, a State of Connecticut duly registered limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") # 6487** for the for the construction and fit-out of the Waterbury Public Schools Central Commissary; and,

WHEREAS, the City accepted the Contractor's bid for **RFP # 6487**; and

WHEREAS, the City desires to obtain the Contractor's services for the construction and fit-out of the Waterbury Public Schools Central Commissary 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, the following services to include, but not necessarily be limited to, the removal of certain existing building materials and components; the provision of new building materials and finishes, components, selected interior partitions and finishes, interior vision panels, doors and frames; provision of a new commercial kitchen including all associated plumbing, mechanical, electrical, and lighting systems; and offsite legal disposal of all removed materials as more particularly detailed and described in the Bid Documents in **Attachment A** which Attachment is hereby made a material provision of this Contract. **Attachment A** consists 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** Project Manual Volume One, Specifications Divisions 00-11, City of Waterbury Connecticut, New Central Commissary Fitout, Waterbury Public Schools , 236 Grand Street Waterbury, CT 06702, S/P+A Project No. 19.044, Issued for Re-Bid, September 23, 2019, consisting of 1188 pages, (incorporated by reference and acknowledged by Contractor as having been received);
- 1.1.2** Project Manual Volume Two, Specifications Divisions 21-26, City of Waterbury Connecticut, New Central Commissary Fitout, Waterbury Public Schools 236 Grand Street Waterbury, CT 06702, S/P+A Project No. 19.044, Issued for Re--Bid, September 23, 2019, consisting of 403 pages, (incorporated by reference and acknowledged by Contractor as having been received);
- 1.1.3** Waterbury Public Schools Commissary Kitchen, Bid/Permit Set, dated August 14, 2019 consisting of 48 pages, (incorporated by reference and acknowledged by Contractor as having been received)
- 1.1.4** Addendum # 1 to RFP # 6487; date October 9, 2019, consisting of 4 pages, (incorporated by reference and acknowledged by Contractor as having been received);
- 1.1.5** Addendum # 2 to RFP # 6487; issued, September 27, 2019, consisting of 4 pages, (incorporated by reference and acknowledged by Contractor as having been received);
- 1.1.6** Contractor's Response to RFP # 6487, dated October 16, 2019, consisting of 49 pages, attached hereto;
- 1.1.7** Contractor's Revised Schedule of Values in response to RFP # 6487 dated November 4, 2019, consisting of 2 pages, attached hereto;
- 1.1.8** Any and all amendment(s) and Change Orders, issued by the City after execution of the Contract (incorporated by reference);
- 1.1.9** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
- **1.1.10** Performance Bond and Payment Bond (incorporated by reference);
- **1.1.11** Certificates of Insurance (incorporated by reference);

- 1.1.12 Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference)
- 1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.14 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 Contractor's Response to RFP # 6487
- 1.2.4 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.5 Technical Specifications
- 1.2.6 Drawings

2. Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees, consultants and subcontractors are licensed to perform the scope of work set forth in this Contract. The Contractor shall provide copies of all licenses as requested. The Contractor further represents that its employees, consultants and subcontractors have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary Project work. The City shall rely 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. Requirement for Qualified Personnel. All persons assigned to the Project by the Contractor shall be qualified to perform their assigned tasks. No person deemed by the City to be incompetent, careless, unqualified, or otherwise unsatisfactory to the City shall be permitted to perform Services in connection with the Project after such a determination is made by the City, in its reasonable discretion, and communicated in writing to the Contractor. Upon notice by the City, the Contractor shall immediately remove the unsatisfactory individual and replace him or her with an individual acceptable to the City.

2.3. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's Consultants or 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.

2.4. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees and subcontractors be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's and Subcontractor'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 proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the RFP 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 costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;

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

3.1.5 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 # 6487** (collectively "RFP Documents");

3.1.7. it agrees that the RFP 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.

3.1.11 unforeseen conditions shall not include weather conditions or conditions that should have been discovered with reasonable diligence.

3.2. Safety. To the extent the Contractor is required to be on City property to render its services hereunder, the 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.

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

3.8. Contractor's Employees, Consultants and Subcontractors. The Contractor shall at all times enforce strict discipline and good order among its employees, consultants and subcontractors 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 for a period of three years from the completion date of the work to be performed hereunder or from date of termination if earlier, 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's Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **One Hundred and Twenty (120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion no later than **One Hundred Fifty (150) 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. The Contractor agrees that time is and shall be of the essence for all Project Milestones, Substantial Completion Date and the Final Completion Date for the Project. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Project. The Contractor shall be subject to City imposed fines, penalties and delay damages as set forth herein in the event the Contractor failed to meet any of the Project Completion Dates as set forth above.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Seven Hundred Fifty Dollars (\$750.00) per calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond the time for each Milestone, Substantial Completion and/or Final Completion set forth in this Article 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 to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not **EXCEED ONE MILLION EIGHT HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED FORTY-FIVE DOLLARS AND FIFTY CENTS (\$1,827,545.50)** (hereafter referred to as "Total Compensation") with the basis for payment being "Contractor's revised Schedule of Values, dated November 4, 2019 as attached hereto in **Attachment A** set **and** as further set forth below:

6.1.1 Base Payment:

One Million Six Hundred Sixty-One Thousand Four Hundred Five Dollars (\$1,661,405.00)

6.1.2 City-controlled Contingency:

One Hundred Sixty-Six Thousand One Hundred Forty Dollars and Fifty Cents (\$166,140.50)

6.1.3 Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1.2 of this Contract shall be utilized for payment to the Contractor for additional work and services not covered by this Contract and requested by the City in writing to be performed by the Contractor.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc.,

the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 6487** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

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

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction

by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

6.9.1 submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

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

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

guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

7.2 Subcontractors shall provide a one (1) year Labor & Material warranty that all materials and equipment furnished shall be new and shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Any defects due to faulty workmanship or materials which appear during the first year shall be corrected by the subcontractor at no additional cost to the City. The Labor & Material warranty will be the responsibility of the subcontractor for a period of one (1) year from the date of Substantial Completion for that particular building area as the construction phases are completed.

7.3. For all major mechanical and electrical equipment, the warranties and guarantees on these pieces of equipment will commence after the equipment has been put into permanent operating mode, equipment and components have been commissioned by the Commissioning Agent and accepted, and the operating and maintenance manuals have been submitted and approved. The manufacturer's recommended maintenance of these pieces of equipment will be the responsibility of the subcontractor for a period of one (1) year from the time warranties/guarantees commence or to the completion of the entire construction project, whichever is later.

7.4. Warranties on new roof areas shall commence from the date of Substantial Completion for that particular building area as the construction phases are completed. The completed roof areas shall be inspected by the roofing manufacturer for compliance with the manufacturer's warranty.

7.5. At the completion of the entire construction project, the roofing manufacturer shall provide a recertification for all roofs.

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 Waterbury Board of Education, the City, and its boards, 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 (other than the services itself) including the loss of use resulting therefrom, or **(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, 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. In any and all claims against the Waterbury Board of Education, the City, or any of its boards, commissions, agents, employees or officers by 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 herein, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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 Waterbury Board of Education, the City or any of its boards, commissions, 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 all owned and hired 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.

11.4.5 Contractors Pollution Liability Insurance: **\$1,000,000.00** each Occurrence/Claim, **\$1,000,000.00** aggregate coverage. There will be no exclusion for Hazardous Materials, including Asbestos and Lead. The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education additional insured on all policies except Workers' Compensation and provide waiver of subrogation on all policies except Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Pollution Liability and Workers' Compensation 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: Executive Order 11246, entitled EQUAL EMPLOYMENT OPPORTUNITY; as amended, 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); CLEAN AIR ACT, (42 U.S.C. 7401-7671q), as amended; FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended; BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C 1352) as amended; Title VI of the CIVIL RIGHTS ACT of 1964, as amended; ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163); DRUG-FREE WORKPLACE ACT of 1988 as amended; the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of

Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of

Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

12.4.1 Definitions – For purposes of this paragraph:

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

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

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

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

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

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

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

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

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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 title.

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

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

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

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the

Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to

the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP Number 6487** and (ii) the Contractor's Bid response to **RFP Number 6487**, dated October 16, 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 there from shall be governed by the laws of the State of Connecticut.

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

Contractor: J.A. Rosa Construction, LLC
17 Town Line Road
Wolcott, Connecticut 06716

City: City of Waterbury
Waterbury Public Schools
Food Services Dept.
562 Captain Neville Drive
Waterbury, CT 06705

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: Food Services

[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
Duly authorized

Date: _____

WITNESSES:

J.A, Rosa Construction, LLC

By: _____
Its _____
Duly authorized

Date: _____

ATTACHMENT A

INDEX TO THE GENERAL CONDITIONS OF THE CONTRACT

| ARTICLE | | PAGE |
|---------------|---|---------------|
| <u>NUMBER</u> | <u>TITLE</u> | <u>NUMBER</u> |
| 1. | PLANS AND SPECIFICATIONS AT THE SITE..... | 42 |
| 2. | PARTIAL PAYMENTS..... | 42 |
| 3. | CONSTRUCTION EQUIPMENT | 42 |
| 4. | UTILITIES | 43 |
| 5. | DUST AND SPILLAGE CONTROL | 43 |

1. PLANS AND SPECIFICATIONS AT THE SITE

1.1 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

2. PARTIAL PAYMENTS

2.1. The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

2.2. In making such Partial Payments for the Project, retainage shall be held in accordance with Clean Water Funding Regulations (if applicable).

3. CONSTRUCTION EQUIPMENT

3.1. The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

3.2. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and subgrade work free from water.

4. UTILITIES

4.1. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays,

damage or extra work occasioned thereby will be allowed.

- 4.2. The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- 4.3. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- 4.4. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.
- 4.5. The Contractor shall contact "Call Before You Dig" at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

5. DUST AND SPILLAGE CONTROL

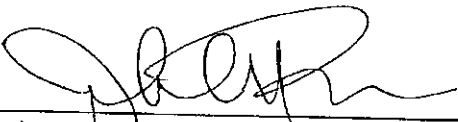
- 5.1. The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.
- 5.2. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

J.A. Rosa Construction, LLC

Waterbury Public Schools New Central Commissary Fitout Base Bid

Our proposal is based on the RFP 16477 Construction of a Central Kitchen; drawings by Silver/Petrucelli & Associates dated August 14, 2019 and include Addendums 1-2.

one million six hundred eighty thousand seven hundred
forty six and 00/100 \$1,680,746.00


John A Rosa, Managing Member

October 16, 2019
Dated

Information Regarding: Failure to Complete Work, Default and Litigation.
Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why? No
- b. Have you ever defaulted on a contract? If so, where and why? No
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe. No
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. No
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. No
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. No
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware? No

WE ARE AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

17 Town Line Rd.
Wolcott, CT 06716
CT Reg. #: 565782

www.jarosa.com
e-mail john@jarosa.com

Bus. Office 1-203-879-3495
Fax 1-203-879-0760

J.A. Rosa Construction, LLC

J.A. Rosa Construction, LLC
17 Town Line Rd.
Wolcott, CT 06716

October 16, 2019

J.A. Rosa Construction, LLC organized December 1999.

J.A. Rosa Construction, LLC is a limited liability corporation in the state of Connecticut.

We have engaged in services under the same name for 20 years.

John A Rosa is the sole managing member. John is involved in day to day operation of all aspects of the company.

Our firm is dedicated to the team concept. We engage the owner, design team, town and state officials to assure the highest quality in construction and the ultimate satisfaction of the owner. Please feel free to contact our colleagues and clients at the various engineering and architectural firms to confirm our dedication of this team effort.

Our firm has a well-established and excellent reputation in the municipal renovation markets, specifically completing projects for several municipalities, on time and in a very professional manner. We exhibited this ability in the Municipal Stadium Locker Room Bath Room Building in 2019.

Please see attached listing of current and past projects.

Please see attached resumes.

J.A. Rosa Construction, LLC does not have any conflict of interest with the City of Waterbury.

We are well-equipped with the tools and equipment to complete our projects. We self-perform the following: site work, demolition, concrete, carpentry, gypsum board assemblies, specialties, painting and other work. We utilize sub-contractors for licensed trades and to supplement our own forces as needed. Our bonding capability is \$6 single limit and \$12 million aggregate.

We will begin the project with a scope review with the City, our sub-contractors and our personnel. A project manager and a site supervisor will be assigned to the project. Upon final review with the sub-contractors purchase orders will be issued. Long lead items will be addressed.

We will contract with a ground penetrating radar company to do a scan of the slab to identify under slab utilities. This is not a perfect science and anything cut or damaged will result in a change order to the city.

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J.A. Rosa Construction, LLC

After the scan and demolition is complete, construction will begin. Consideration will be given to scheduling so that large items will be accommodated, roof penetrations will be done with regard to the weather, we will monitor the progress of the project and communicate with the city at the scheduled meetings or immediately as needed.

When the project reaches substantial completion a walk-thru with the city will be done to establish a punch list.

The punch list will be addressed and we will turn over the building to the city with appropriate as built drawings, operation and maintenance manuals and close out documents.

We ask that the city provide four sets of stamped drawings and spec books, schedule meetings and be open to suggestions that we may make to achieve the best job possible for the City of Waterbury.

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J.A. Rosa Construction, LLC

There are no grease interceptors on the drawings or in the specifications therefore we exclude all grease interceptors and any work needed to install them.

We have excluded from our bid from the food service list line item 71 Carton Former and line item 72 side belt case taper.

Waterbury Public Schools New Central Commissary Fitout Schedule of Values

Title Construction of a Central Kitchen - Commissary
Location 562 Captain Neville Drive Waterbury
Schedule of Values

| Division | Description | Total |
|----------|-------------|-------|
|----------|-------------|-------|

DIV 1 General Conditions

Bonding BELOW

Facilities

Ground Penetrating Radar No Info of Existing Conditions

General Conditions 4,661

DIV 2 Demolition

Demolition

Dumpsters

Concrete Dumpster

Rental Electric Skid Steer Walk Behind

Saw Cutting

Shot Blasting

Demolition 32,682

DIV 3 Concrete

Cast In Place Concrete

Trench work

Concrete 41,922

DIV 4 Masonry

CMU construction

CMU 4,195

DIV 5 Metals

Metal Fabrications

Structural Steel Framing

Steel Decking

Metals 5,272

DIV 6 Wood and Plastics

Rough Carpentry

Woods & Plastics 4,864

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J.A. Rosa Construction, LLC

| | | |
|--------|---------------------------------|---------------------|
| DIV 7 | Thermal and Moisture Protection | |
| | Building Insulation | |
| | Sealants | |
| | Roof Penetrations 7 | |
| | EPDM Roofing | |
| | Thermal & Moisture Protection | 20,322 |
| DIV 8 | Doors and Windows | |
| | Labor | |
| | FRP Aluminum Hybrid Doors | |
| | Door Hardware | |
| | Glazing | |
| | Doors & Windows | 87,061 |
| DIV 9 | Finishes | |
| | Gypsum Wallboard 400 sheets | |
| | Gypbd Labor \$55 per sheet | |
| | Metal Studs | |
| | Acoustical Ceilings | |
| | Resilient Flooring | |
| | Painting | |
| | Finishes | 203,487 |
| DIV 10 | Specialties | |
| | Signage | |
| | Wall FRP Panels | |
| | Specialties | 20,011 |
| DIV 11 | Equipment | |
| | Food Service | |
| | Food Service | 663,716 |
| DIV 12 | Furnishings | |
| | Not Used | |
| DIV 21 | Fire Protection | |
| | Sprinkler | |
| | Fire Protection | 17,477 |
| DIV 14 | Conveying Systems | |
| DIV 22 | Plumbing | |
| | Plumbing | |
| DIV 23 | HVAC Plumbing | 431,104 |
| | HVAC included in Plumbing | |
| | HVAC | |
| DIV 26 | Electrical | |
| | Electrical Systems | |
| | Electrical | 143,971 |
| | Total Above | 1,680,746.00 |

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Fax 1-203-879-0760

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J. A. Rosa Construction, LLC
17 Town Line Road
Wolcott, CT 06716

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Waterbury
235 Grand St
Waterbury, CT 06702

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


#6447 Construction of a Central Kitchen

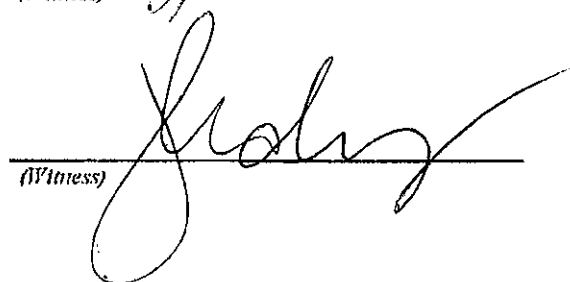
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of October, 2019.


(Witness)


(Witness)

J. A. Rosa Construction, LLC

(Principal)

(Seal)

By: 

(Title) Managing member
John A. Rosa

Philadelphia Indemnity Insurance Company.

(Surety)

(Seal)

By: 

(Title) Craig H. Meeker, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Craig H. Meeker; Nicole M. Plourde OF THE TOWN OF GLASTONBURY, STATE OF CONNECTICUT**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

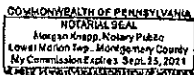
(Seal)



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of October, 2019.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
236 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 9/27/19 4 _____
2 10/9/19 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

061556170
Social Security Number
or Federal Identification Number

J.A. Rosa Construction, LLC
Signature of individual or Corporate Name

John A Rosa
Corporate Officer
(if applicable)

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

Name John A Rosa
By: [Signature]
(Title) Managing Member
Business Address: _____
(City, State, Zip Code)
17 Town line Rd
Wolcott, CT 06716
Phone: 203-879-3495

Date: 10/16/19

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; If a partnership, give full names and residential addresses, if different from business address.

CORPORATE RESOLUTION

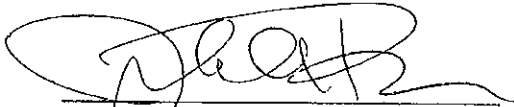
I, John A Rosa, hereby certify that I am the duly elected and acting Secretary of J.A. Rosa Construction, LLC, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 16th day of October, 2019.

"It is hereby resolved that John A Rosa is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said J.A. Rosa Construction, LLC corporation this 16th day of October, 2019.


Secretary John A Rosa

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

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Wolcott

County of New Haven

John A Rosa, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Managing Member** of J.A. Rosa Construction, LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

 Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

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

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| | Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|---|-------------|-----------------|--|---------------------------|----------|
| 1 | John A Rosa | Managing Member | J.A. Rosa Construction, LLC | Service | 11/30/69 |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| | Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|---|-------------|-----------------|--|---------------------------|----------|
| 1 | John A Rosa | Managing Member | J.A. Rosa Construction, LLC | Service | 11/30/69 |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

| | Organization Name | Address | Type of Ownership |
|---|------------------------------|------------------------------------|-------------------|
| 1 | Rosa Development Group, LLC | 17 Town Line Rd Wolcott CT 06716 | Sole Member |
| 2 | Rosa Realty Enterprises, LLC | 17 Town line Rd, Wolcott, CT 06716 | Sole Member |
| 3 | | | |
| 4 | | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

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

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | DOB | Stock % |
|---------------|----------------------|----------|---------|
| 1 John A Rosa | Sole Managing Member | 11/30/69 | 100% |
| 2 | | | |
| 3 | | | |
| 4 | | | |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Address | DOB |
|---------------|-----------------|--|------------------------------------|----------|
| 1 John A Rosa | Managing Member | Rosa Realty Enterprises, LLC | 17 Town line Rd, Wolcott, CT 06716 | 11/30/69 |
| 2 John A Rosa | Managing Member | Rosa Development Group, LLC | 17 Town line Rd, Wolcott, CT 06716 | 11/30/69 |
| 3 | | | | |
| 4 | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|------------|---------------------------------|-----------------------------|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

N/A

Name of Partnership/Business

Its: Managing Member
Title

CITY OF WATERBURY

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

State of Connecticut)

Wolcott) SS

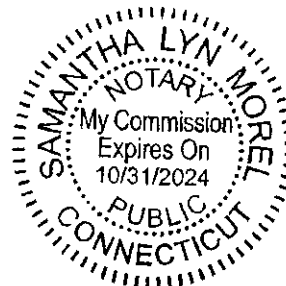
County of New Haven)

John A Rosa being duly sworn,

deposes and says that he/she is Managing Member of J.A. Rosa Construction, LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 16th day of October 2019.

My Commission Expires: 10-31-24 [Signature] (Notary Public)



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Municipal Stadium Locker Room & Rest Room Facility
(Service or Commodity Covered by Contract)

11/8/18 to Current

(Term of Contract)

Waterbury School Elevator Additons
(Service or Commodity Covered by Contract)

8/20/19 - 5/16/20

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐

Spouse ☐

Joint ☐

Child ☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐

Spouse ☐

Joint ☐

Child ☐

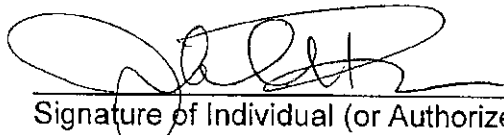
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

J.A. Rosa Construction, LLC
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

10/16/19

Date

John A Rosa Managing Member
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] J.A. Rosa Construction, LLC certifies, to the best of his or her knowledge, that:

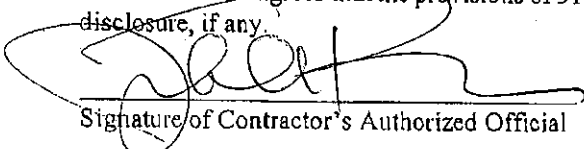
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] J.A. Rosa Construction, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

John A Rosa Managing Member
Name and Title of Contractor's Authorized Official

10/16/19
Date

Certificate of Independent Price Determination

The Proposer shall execute this Certificate of Independent Price Determination.

J.A. Rosa Construction, LLC

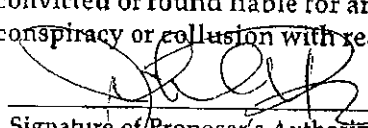
Name of Proposer

- (A) By submission of this proposal, the Proposer certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been submitted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor; and
 - (3) No attempt has been made or will be made by the Proposer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

- (B) Each person signing this proposal on behalf of the Proposer
Certifies that:

- (1) He or she is the person in the Proposer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the Proposer's organization responsible within the organization for the decision as to the prices being proposed herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:


Signature of Proposer's Authorized Representative

John A Rosa

Managing Member

Title

10/16/19

Date

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in anyone year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (FSMC) (offeror) shall execute this Certificate.

NAME OF CONTRACTOR: J.A. Rosa Construction, LLC

THE CONTRACTOR AGREES AS FOLLOWS:

- A To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the FSMC.

Signature of Contractor's Authorized Representative

John A Rosa

Managing Member 10/16/19

Title

Date

ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM

The Proposer agrees to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of any resulting contract term.

J.A. Rosa Construction, LLC.

Proposer Company

Signature

John A Rosa

Managing Member

Title

10/16/19

Date

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

| | |
|---|---|
| <p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p> | <p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p> |
|---|---|

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

| | |
|--|--|
| <p>Company Name <u>J. A. Rosa Construction, LLC</u> Street Address <u>17 Town Line Rd</u> City & State <u>Wolcott, CT</u> Chief Executive <u>John A Rosa</u></p> | <p>Bidder Federal Employer Identification Number <u>061566170</u> Or Social Security Number _____</p> |
| <p>Major Business Activity <u>General Contractor Group C</u> <small>(brief description)</small> <u>We selfperform sitework, Demo, Concrete, Masonry, Carpentry, gyp board assemblies</u></p> | <p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> |
| <p>Bidder Parent Company (if any) <u>n/a</u></p> | <p>- Bidder is certified as above by State of CT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| <p>Other Locations in Ct. (if any) <u>n/a</u></p> | |

PART II - Bidder Nondiscrimination Policies and Procedures

| | |
|--|--|
| <p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> | <p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| <p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> | <p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| <p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> | <p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> |
| <p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> | <p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/></p> |
| <p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> | <p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/></p> |
| <p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> | <p>12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please explain.</p> |
| | <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. <u>John A Rosa 203-879-3495</u></p> |

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

Lindquist security solutions SBE
Spectrum Flooring SBE
Professional Painting WBE
Fire Rated MBE
stewart mechanical SBE
Collier Electrical SBE

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes ☒ No ☐
Yes X

PART IV - Bidder Employment Information

Date:

| JOB CATEGORY* | OVERALL TOTALS | WHITE (not of Hispanic origin) | | BLACK (not of Hispanic origin) | | HISPANIC | | ASIAN or PACIFIC ISLANDER | | AMERICAN INDIAN or ALASKAN NATIVE | |
|---|----------------|--------------------------------|--------|--------------------------------|--------|----------|--------|---------------------------|--------|-----------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | male | female |
| Management | 1 | 1 | | | | | | | | | |
| Business & Financial Ops | | | | | | | | | | | |
| Marketing & Sales | 1 | 1 | | | | | | | | | |
| Legal Occupations | | | | | | | | | | | |
| Computer Specialists | | | | | | | | | | | |
| Architecture/Engineering | | | | | | | | | | | |
| Office & Admin Support | 2 | | 1 | | | | | | | | 1 |
| Bldg/ Grounds Cleaning/Maintenance | | | | | | | | | | | |
| Construction & Extraction | 13 | 11 | | 1 | | 1 | | | | | |
| Installation, Maintenance & Repair | | | | | | | | | | | |
| Material Moving Workers | | | | | | | | | | | |
| Production Occupations | | | | | | | | | | | |
| TOTALS ABOVE | 17 | 13 | 1 | 1 | | 1 | | | | | 1 |
| Total One Year Ago | 15 | 12 | 2 | 1 | | 0 | | | | | 0 |
| FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE) | | | | | | | | | | | |
| Apprentices | 0 | | | | | | | | | | |
| Trainees | 0 | | | | | | | | | | |


*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

| 1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) | | | | 2. Check (X) any of the below listed requirements that you use as a hiring qualification | | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination. |
|--|-----|----|------------------------------------|--|-----------------------------------|--|
| SOURCE | YES | NO | % of applicants provided by source | (X) | | |
| State Employment Service | | X | | X | Work Experience | <p>We are open to hire anyone that is willing to work hard. We continuously train our employees. We do promote from within. If a position needs to be filled we ask our employees for referrals.</p> |
| Private Employment Agencies | X | | 20 | | Ability to Speak or Write English | |
| Schools and Colleges | X | | 5 | | Written Tests | |
| Newspaper Advertisement | X | | 15 | | High School Diploma | |
| Walk Ins | X | | 5 | | College Degree | |
| Present Employees | X | | 45 | | Union Membership | |
| Labor Organizations | | X | | | Personal Recommendation | |
| Minority/Community Organizations | X | | 10 | | Height or Weight | |
| Others (please identify) | | | | | Car Ownership | |
| | | | | | Arrest Record | |
| | | | | | Wage Garnishments | |

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

| | | | |
|--|----------------------------|---------------------------|-----------------------------|
| (Signature)  | (Title) Managing Member | (Date Signed) 10/16/19 | (Telephone) 203-879-3495 |
|--|----------------------------|---------------------------|-----------------------------|

John A Rosa

J.A. Rosa Construction, LLC

JOBS IN PROGRESS

| Name of Project | Address of Project | Owner | Architect or Designer | Total Contract \$ | Percent Complete | % Own Forces | Completion Date |
|--|--|-------------------|------------------------------|-------------------|------------------|--------------|-----------------|
| Waterbury Elementary School Elevator Additions | Chase, Sprague, Hope & Kingsbury Schools | City of Waterbury | Friar Architecture | \$3,325,430.85 | 5% | 25% | 4/20 |
| Hamden High School Pool Renovations | 2040 Dixwell Ave Hamden CT | Town of Hamden | Silver Petrucci & Associates | \$1,649,466.00 | 90% | 10% | 11/19 |
| U-Haul Stamford Elevator Modification – Work by Others | 25 Jefferson ST Stamford, CT | U-Haul | Jan Wojas Architect | \$86,892.00 | 0% | 80% | 3/20 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Please see below for completed projects.

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CT Reg #: 565782

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e-mail john@jarosa.com

Tel. 1-203-879-3495
Fax 1-203-879-0760

J.A. Rosa Construction, LLC

COMMERCIAL CONSTRUCTION PROJECTS COMPLETED

| Name of Project | Address of Project | Owner | Architect | Contract \$ | Completion Date | % Own Forces |
|--|----------------------------------|---|----------------------------------|----------------|-----------------|--------------|
| Town of Westport Elevator Modernization | 110 Myrtle Ave Westport, CT | Town of Westport | Sterling Elevator Consultants | \$231,197.00 | 10/19 | 10% |
| Norwalk High School Elevator Modernization | 55 County St. Norwalk, CT | City of Norwalk | Silver Petrucelli & Associates | \$248,182.00 | 8/19 | 10% |
| The Arc of Southington | 201 W. Main St Southington, CT | The Arc of Southington | B-Z Design Professionals | \$550,898.00 | 9/19 | 10% |
| Osborne Elevator Modernization | 335 Briton Rd Somers, CT | State of Connecticut | Salamone & Associates | \$847,668.00 | 7/19 | 10% |
| Municipal Stadium Locker Restroom Building | 1200 Watertown Ave Waterbury, CT | City of Waterbury | Design/Build JAR Team | \$3,965,791.00 | 7/19 | 25% |
| Cheshire High School Storage Building | 525 South Main St Cheshire CT | Town of Cheshire | Design Build Silver Petrucelli | \$243,730.00 | 7/19 | 20% |
| Torrington High School Elevator Addition | Major Besse Drive Torrington, CT | City of Torrington Board of Ed | Joseph S. Alicata Architect | \$483,532.00 | 6/19 | 10% |
| Elevators 24 & 25 Modernization | 263 Farmington Ave Farmington CT | UConn Health Center | Macchi Engineers | \$1,075,344.56 | 6/19 | 15% |
| Bridgeport Superior Court Elevator Modernization | 1061 Main St. Bridgeport | Office of the Chief Court Administrator Judicial Branch | Silver Petrucelli And Associates | \$1,151,126.00 | 6/19 | 5% |
| Elevator Modernization | 117, 121 Washington St Hartford | Community Partners in Action | Kone Engineers | \$630,784.00 | 2/19 | 35% |

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J.A. Rosa Construction, LLC

| Name of Project | Address of Project | Owner | Architect | Contract \$ | Completion Date | % Own Forces |
|---|---|---|----------------------------------|--------------|-----------------|--------------|
| Site Masonry Restoration at Danbury Superior Courthouse | 146 White St. Danbury | Office of the Chief Court Administrator Judicial Branch | Clohesy Harris and Kaiser, LLC | \$438,316.00 | 1/19 | 60% |
| Hamden Gym High School Gym Improvements | 2040 Dixwell Ave Hamden | City of Hamden | Silver Petrucelli & Associates | \$369,790 | 10/18 | 10% |
| Rippowam Grease Interceptor | 381 High Ridge Road Stamford | Town of Stamford | Hofbauer Associates | \$99,483.00 | 8/18 | 15% |
| Springdale ES Grease Interceptor | 1127 Hope St Stamford | Town of Stamford | Hofbauer Associates | \$59,352.00 | 8/18 | 15% |
| Elevator Renovations | 123 Ridgewood Ave Toquann Elementary Stamford | Town of Stamford | Silver Petrucelli And Associates | \$434,655.00 | 8/18 | 10% |
| Richmond Senior Center Expansion | 40 Main St. New Milford | Town of New Milford | Silver Petrucelli And Associates | \$874,295.00 | 5/14/18 | 40% |
| Peck Library New Elevator Installation | 234 Kensington Rd Berlin, CT | Town of Berlin | Jacunski Humes | \$276,619.00 | 4/18/18 | 25% |
| Middletown Military Museum | Walnut Grove Rd Middletown, CT | City of Middletown | Moser, Pilon & Nelson | \$787,512 | 5/25/18 | 30% |
| MDE Credit Union | 250 Murphy Rd Hartford, CT | Metropolitan District Employees Credit Union, Inc. | Oak Park Architects | \$589,256.00 | 5/2/18 | 30% |
| Ora Mason Branch Library | 260 Benham Hill Rd. West Haven, CT | The Village Improvement Association of West Haven | Sapienza Architects | 687,792.00 | 11/17 | 45% |

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| Name of Project | Address of Project | Owner | Architect | Contract \$ | Completion Date | % Own Forces |
|--|--------------------------------------|--|------------------------------|----------------|-----------------|--------------|
| C W Resources Elevator Modernization | 200 Myrtle St. New Britain, CT | C W Resources | Salamone & Associates | \$985,000.00 | 10/17 | 25% |
| Parents' Foundation for Transitional Living, Inc. Elevator Modernization | 100 Broadway New Haven, CT | Parents Foundation for Transitional Living | Design/Build | 286,973.34 | 10/17 | 15% |
| Cheshire High School Senior Courtyard Windows - Phase 3 | 525 S. Main Street Cheshire | Cheshire Board of Education | Silver Petrucci + Associates | 268,372.00 | 8/2017 | 25% |
| Exterior Renovations Chapman Hall Middlesex Community College | 100 Training Hill Rd. Middletown, Ct | State of Connecticut | Hibbard & Rosa | \$1,218,507.00 | 5/26/17 | 80% |
| William Pitt Grease Interceptor | 195 Hillandale Ave Stamford | City of Stamford | Hofbauer Associates | \$85,665.00 | 1/17 | 50% |
| Department of Corrections Elevator Upgrades | 24 Wolcott Hill Rd Wethersfield | DAS State of Connecticut | Fuss & O'Neill | \$667,010.00 | 10/17 | 20% |
| Oils, Fats & Grease Separators at Bullard Havens and Platt Tech | Bridgeport and Milford | DAS State of Connecticut | GM2 Associates | \$502,879.00 | 9/2016 | 25% |
| The Tracy Shoddy Building | 1267 Main St Coventry | Town of Coventry | Salamone & Associates | \$195,000.00 | 9/2016 | 60% |
| Woodbridge Barn Restoration Repairs to existing Structure | Manchester CT | Manchester Historical Society | Crosskey Architects | \$219,363.00 | 7/2016 | 45% |
| LDS Madison Chapel Renovations | 275 Warpas Rd Madison | Church of Latter Day Saints | Swartz Architecture | \$219,757.00 | 7/2016 | 30% |
| Webster Hose Slab Replacement | 67 Platt St. Ansonia, CT | City of Ansonia | Prime | \$152,200.00 | 6/2016 | 75% |

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|---|--|---|--------------------------|----------------|-----------------|--------------|
| Madison Well Provide New Well and Storage | 259 Warpas Rd. Madison CT | Church of Latter Day Saints | Swartz Architecture | \$88,646.00 | 5/2016 | 25% |
| Cheshire Senior Center Renovations at Lower Level | 240 Maple Ave Cheshire | Town of Cheshire | Salamone & Associates | \$233,078.00 | 5/2016 | 25% |
| Beehive Stadium New Bleachers/Handicap Accessible, Remodel Locker Rooms & Bathrooms, Site Wk | John Karbonic Way New Britain Ct | City of New Britain | Kaestle Boos | \$1,081,442.00 | 1/2016 | 40% |
| Danbury Courthouse Window Replacement Curtain Wall | 146 White St. Danbury Ct | State of Connecticut | Oak Park | \$2,012,170.00 | 1/2016 | 30% |
| DeMaio Gardens Elevator Modernization | 75 DeMaio Drive Milford, CT | Milford Redevelopment & Housing Partner | Quisenberry | \$350,499.00 | 1/2016 | 10% |
| Myrtle Stevens Elementary School Sprinkler Upgrades and Elevator Addition | 322 Orchard St. Rocky Hill CT | Town of Rocky Hill | Frir Associates | \$901,581.00 | 1/2016 | 30% |
| Wakelee Canopy Demo Existing Canopy/Rebuild | 12 Hemple Drive Wolcott, CT | Town of Wolcott | BL Companies | \$195,198.00 | 12/2015 | 30% |
| UCHC Med Gas | Farmington CT | State of Connecticut | Adagian Engineering | \$105,824.00 | 11/2015 | 20% |
| Cheshire High School Senior Courtyard Window Replace | 525 South Main St | Town of Cheshire | Silver Petrucci | \$227,194.00 | 11/2015 | 25% |
| Wolcott High School Lecture Hall ACT-Lighting-Flooring | Boundline Rd Wolcott, CT | Town of Wolcott | BL Companies | \$77,961.00 | 10/2015 | 40% |
| Western Connecticut State U Science Building Millwork | White St. Danbury CT | State of Connecticut | WCSU | \$41,945 | July 2, 2015 | 50% |

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| Name of Project | Address of Project | Owner | Architect | Contract \$ | Completion Date | % Own Forces |
|--|--|--|------------------------------------|----------------|-----------------|--------------|
| Bristol Adult Education Remodel Existing Rooms | 685 Lake Rd. Bristol, CT | Bristol Board of Education | NI Design | \$65,886.00 | 3-2015 | 33% |
| Weston High School E Wing Window Replacement | 115 School Road Weston, CT | Town of Weston | KG&D Architects | \$1,003,180.00 | 2/15/2015 | 25% |
| New Haven Public Works Public Works Garage Shoring Project | 34 Middletown Ave New Haven CT | City of New Haven | Spiegel Zamcenik & Shah Inc. | \$610,486.39 | 8/15/2014 | 100% |
| Stratford Public Schools Security Upgrades Including Masonry, Doors and existing trim | 7 Schools - Various Locations | Town of Stratford 2725 Main Street Stratford, CT | Geddis Architects | \$310,354.00 | 9/1/2014 | 50% |
| 120 Dwight Street Structural Work, Finishes and Related Construction Management | 120 Dwight Street New Haven, CT | C. A. White 1211 Chapel St. New Haven, CT | Michael Horton Structural Engineer | \$80,506.95 | 12/15/2014 | 100% |
| 5 Lafayette Structural Work, Finishes and Related Construction Management | 5 Lafayette | For Kone Elevator whose contract is with the owner | Kone Engineering | \$35,784.00 | 12/28/2014 | 100% |
| Cheshire All Day Kindergarten Remodel Classrooms and Bathrooms to be Handicap Accessible | Chapman School Norton School Darcey School Highland School | Town of Cheshire | BL Companies | \$88,435.00 | 8/26/2014 | 75% |
| Wolcott High School Teacher's Lounge - Millwork ACT, Flooring, Design | 457 Bound Line Rd Wolcott, CT | own of Wolcott | J A Rosa Construction | \$32,653.00 | 8/28/2014 | 70% |
| Cheshire Senior Center Elevator Modernization | 240 Maple Ave Cheshire, CT | Town of Cheshire | Salamone and Associates | \$196,250.98 | 9/2014 | 70% |
| Manchester Comm College- Accessibility Renovations | Great Path Manchester, CT | State of Connecticut | Armenta/Emma Architects, PC | \$1,269,569.89 | 7/23/14 | 25% |

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| Name of Project | Address of Project | Owner | Architect | Contract \$ | Completion Date | % Own Forces |
|---|--------------------------------------|---|------------------------------------|----------------|-----------------|--------------|
| American School for the Deaf Athletic Complex Renovations Roofing, Siding, Windows | North Main St. West Hartford | State of Connecticut (DCS) | Oak Park Architects, LLC | \$853,500 | 3/31/14 | 25% |
| Friendship Service Center Renovations Davis Building Replacement Windows, Roofing, Masonry, Mechanical | Arch St. New Britain | Friendship Service Center (CHFA-CT DOH) | Henry Schadler Associates, PC | \$1,031,690.89 | 4/30/14 | 25% |
| Western Connecticut State University - White Street Garage Enclosure-Structural Steel with Standing Seam Roof | White Street, Danbury, CT | State of Connecticut | WCSU | \$38,000 | 1/31/14 | 35% |
| Emerson Williams School Drainage Improvements | 505 Silas Dean Highway, Wethersfield | Town of Wethersfield | Town of Wethersfield Engineering | \$45,450 | 9/1/13 | 100% |
| Hawthorne Terrace Water System Improvements | 132 Forty Acre Mountain Road | City of Danbury | Ronald Haestad, Inc. | \$353,782.63 | 8/30/13 | 40% |
| Pedestrian Underpass Access Convert to Handicap Access Structural Standing | Middletown, CT | City of Middletown | W. Lee Osborne Associates | \$663,680.12 | 3/15/14 | 40% |
| Derby Public Library - Miscellaneous Improvements | 313 Elizabeth Street Derby Ct | Derby Public Library | Silver/Petrucelli & Associates | \$12,789.74 | 9/1/13 | 10% |
| Modernization of Elevators at Donus School, Scofield Manor & Smith House Health | Various locations in Stamford, CT | City of Stamford | Sterling Elevator Consultants, LLC | \$562,109.00 | 12/1/13 | 10% |

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Contact Information

| Design Professionals | | | |
|---|--------------------------------------|--|----------------|
| Joseph Salamone, Engineer | Salamone & Associates | | 1-203-281-6895 |
| William Sapienza, Architect | Sapienza & Lessig Architects | | 1-203-932-8489 |
| Bill Silver, Architect | Silver – Petrucci & Associates | | 1-203-230-9007 |
| Tom Arcari, Architect | Quisenberry and Arcari Architects | | 1-860-677-4594 |
| | | | |
| | | | |
| Owner's Representatives | | | |
| Rich Clavet, Facilities Director | Cheshire Public Schools | | 1-203-250-2576 |
| Jim Croteau, Facilities Director | Regional School District 13 | | 1-860-349-7238 |
| George Noewatne, Director of Public Works | Town of Cheshire | | 1-203-271-6650 |
| Deb Levesque, Program Manager Facilities Designer | State of Connecticut Judicial Branch | | 1-860-706-5263 |
| Carolyn Haglund, Director of Aging | New Milford Senior Center | | 1-860-355-6075 |
| Luda Fuks, Project Manager | City of Stamford | | 1-203-977-4135 |
| Jeff Pelletier, Director of Facilities | American School for the Deaf | | 1-860-570-2357 |

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 Glastonbury Boulevard Suite 300 Glastonbury CT 06033 | | CONTACT NAME: Tammy Quiles PHONE (A/C No. Ext): 860-418-5336 FAX (A/C No): 860-616-2777 E-MAIL: Tammy.Quiles@ajg.com ADDRESS: Tammy Quiles@ajg.com | |
| INSURED J.A. Rosa Construction, LLC 17 Town Line Road Wolcott CT 06716 | | INSURER(S) AFFORDING COVERAGE | |
| JAROSAC-01 | | INSURER A: Travelers Commercial Casualty Company NAIC # 40282 | |
| | | INSURER B: Charter Oak Fire Insurance Company 25615 | |
| | | INSURER C: Travelers Indemnity Company 25658 | |
| | | INSURER D: Travelers Indemnity Co of America 25666 | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES: CERTIFICATE NUMBER: 695513992 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER: | | | DT-CO-3K716293-COF-18 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA-3K703181-18-CNS | 1/1/2019 | 1/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | CUP-3K732373-18-28 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | UB-3K70122A-18-28-G | 1/1/2019 | 1/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$600,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

J.A. Rosa Construction, LLC
17 Town Line Road
Wolcott CT 06716
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Connecticut

Department of Administrative Services

Supplier Diversity Program

This Certifies

J. A. Rosa Construction, LLC

17 Town Line Road Wolcott CT 06716

As a

Small Business Enterprise

August 21, 2018 through August 21, 2020

Owner(s): John A. Rosa

Contact: John A Rosa

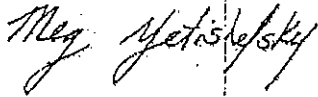
E-Mail: john@jarosa.com

Telephone: (203) 879-3495 Ext:

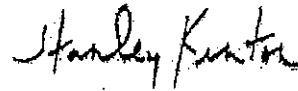
FAX: (203) 879-0760

Web Address: www.jarosa.com

**Affiliate Companies:



Supplier Diversity Director



Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

J A ROSA CONSTRUCTION LLC

17 TOWN LINE RD

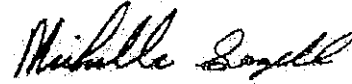
WOLCOTT, CT 06716-2625

has satisfied the qualifications required by law and is hereby registered as a
HOME IMPROVEMENT CONTRACTOR

Registration # HIC.0565782

Effective: 12/01/2018

Expiration: 11/30/2019



Michelle Seagull, Commissioner

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

J A ROSA CONSTRUCTION LLC

17 TOWN LINE RD

WOLCOTT, CT 06716-2625

has satisfied the qualifications required by law and is hereby registered as a

MAJOR CONTRACTOR

Registration #: MCO.0901983

Effective Date: 07/01/2019

Expiration Date: 06/30/2020



Michelle Seagull, Commissioner

verify online at www.ctlicense.ct.gov

| Classification Name | Description |
|--|---|
| CARPENTRY/MILLWORK | This classification includes: Carpentry: the cutting, framing and joining pieces of timber in the construction of wood structures. Millwork: the manufacture and installation of generally all building materials made of finished wood and/or plastic and manufactured in millwork plants and in planing mills, such as doors, window and door frames, sash, blinds, porch work, mantels, panel work, stairways and special woodwork. Does not include flooring, ceilings or siding. |
| CONCRETE | Installation, renovation, repair and maintenance of cast in place concrete structures including foundations and structural concrete components including such incidental or related work as is customarily performed by those in the concrete trade. |
| CONCRETE: PRECAST STRUCTURAL AND ARCHITECTURAL | Design, factory manufacture and field install precast concrete structural and architectural components for total precast concrete building systems. The types of structures would include parking garages, multi-unit housing, stadiums, office buildings, commercial buildings, schools, nursing homes, bridges and other concrete precast products. |
| GENERAL BUILDING CONSTRUCTION (GROUP C) | The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration. |

GENERAL TRADES

The undertaking of general contracts for the construction and/or supervision of several sub-trades but not the construction of buildings as described in General Building Construction. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. The work of this category is intended for the interior finishes of a building.

MASONRY

Installation, renovation, repair and maintenance of masonry units composed of concrete, stone, brick and the like, including such incidental or related work as is customarily performed by those in the masonry trade.

SITework

Work customarily performed by this industry, including earthwork activities (excluding tunneling and mining, special foundations and load bearing elements); utility systems including installation of drainage systems; exterior improvements (excluding plantings) including horizontal paving work not requiring mortar; site preparation and site remediation.

8 PARK LANE, BROOKFIELD, CT 06804

JOHN A. ROSA

EDUCATION

1982 - 1986 Bentley College, Waltham, MA

BS Management

- Management/Marketing

PROFESSIONAL EXPERIENCE

1999 - J. A. Rosa Construction, LLC

Managing Member

1979 - 1999 Rosa Home Improvement, Wolcott, CT (Sales of \$1.2 million/yr)

Partner 1987 - 1999

- Project management
- Residential/Commercial design
- Estimating/Sales
- Scheduling
- Marketing/Advertising
- All aspects of carpentry (framing to custom cabinetry)
- Interior and exterior finishes
- Flooring
- Concrete work (form and flat)

1982 - 1984 Honeywell Electro Optics Division, Lexington, MA

Industrial Engineering Assistant

ADDITIONAL PROFESSIONAL EXPERIENCE

AutoCAD and Autodesk Revit Architectural design

Class A Connecticut Driver's License

COMMUNITY ACTIVITIES

Chairman Official Board, Mill Plain Union Church, Waterbury, CT 2009-2011

Chairman Board of Trustees, Mill Plain Union Church, Waterbury, CT, 1997

Pastoral Search Committee, Mill Plain Union Church, Waterbury, CT 2006

Varsity Boys Soccer Coach, Wolcott High School, Wolcott, CT, 1995-1999

405 SHARON DR. • CHESHIRE, CT 06410 • PHONE 1-203-272-6178

KEVIN E. SLADE

EDUCATION

1978- 1982 Wilcox Technical High School

Wilcox Technical High School, Carpentry Apprentice Program, 1982
Wilcox Technical High School, Welding Apprentice Program, 1982

PROFESSIONAL EXPERIENCE

2000 - J. A. Rosa Construction, LLC
 Foreman/ Site Superintendent
1998 - 2000 Ultimate Construction, Cheshire, CT
 Self-employed
1994 - 1998 Mott Corporation, Farmington, CT
 Production Lead Person
1982 - 1994 Holtz Construction, Cheshire, CT
 Carpenter

ADDITIONAL PROFESSIONAL EXPERIENCE

Greater New Haven State Technical College, Blue Print Reading, 1989
American Management Association Training Seminars, 1994-1998
Techniques of Supervision
Assertiveness Skills for Managers and Supervisors
Interpersonal Communication Skills in the Workplace
First Line Supervision
CPR Certification

ADDITIONAL SKILLS

General computer knowledge
Strong organizational skills
Advocate of teamwork
Ability to work well under pressure
Self-starter

James V. Sita

229 East Street, Wolcott, CT 06716

jvsita@gmail.com

203.213.6162

OBJECTIVE

To secure a position as a skilled carpenter with opportunities for upward mobility, project management, and further skill development

SPECIALIZED SKILLS

- Extensive carpentry experience on commercial and residential jobs
- OSHA Certified (30 hour card)
- Ability to understand and implement blueprints
- Comprehensive knowledge of construction tools and materials
- Capacity to work well and communicate with others in a team setting

EDUCATION

Central Connecticut State University, New Britain, CT

Bachelor of Science in **CONSTRUCTION MANAGEMENT**, December 2009

Major GPA: 3.5

Course Highlights: Construction Superintendency, Construction Project Management, Construction Safety, Building Construction Estimating, Construction Planning, Materials of Construction, Construction Documents, Construction Business Principles

Horace C. Wilcox Technical High School, Meriden, CT

Diploma, June 2005

Course Highlights: Carpentry, 2001-2005

CONSTRUCTION EXPERIENCE

Robison Construction, Inc., Wallingford, CT, February 2011-present

Carpenter

- Complete framing, roofing, siding, and interior/exterior finishing tasks on commercial and residential buildings
- Communicate with project manager and site supervisor to finish projects in a timely manner
- Projects include: school facility and dorm renovations, Choate Rosemary Hall, Wallingford, CT; private home remodels and repairs; Thimble Islands, Stony Creek, CT; historical building preservation project, Windsor, CT; office build-outs at commercial sites across CT

CAS Construction Company, Inc., Berlin, CT, April 2005-February 2011

Carpenter

- Completed a variety of residential and commercial projects
- Operated off-road forklift, skid-steer, and backhoe
- Projects included: 11,000 sq. ft. child development center, Cromwell, CT; 21,000 sq. ft. commercial office building, Cromwell, CT; Starbucks Coffee Shop, Mystic, CT; Windermere Village residential housing complex, Billington, CT; Fernwood Estates condominium complex, West Hartford, CT

REFERENCES

Available upon request

Christopher Lavorgna

J.A. Rosa Construction

Chris@jarosa.com

O: (203) 879-3495

C: (203) 598-8865

Education

08/09-06/13 W.F. Kaynor Technical High School (Carpentry)- Waterbury, CT

- Basic Knowledge, Cabinetry, Millwork, Residential, and Commercial Construction
- Honors and Awards:
 - Perfect Attendance Award
 - Honor Roll
 - Excellence in Carpentry Award

Knowledge and Skill Set

- Millwork:
 - Cabinetry fabrication and installation
 - Custom mouldings
 - Raised-panel doors
 - CNC machine
- Framing:
 - Wood framing- walls, rafters, joists, etc.
 - Metal framing
 - Sheathing
- Interior and exterior doors and windows
- Siding:
 - Vinyl
 - Fiber cement (Clapboard)
 - Wood shingle
- Asphalt shingles
- Gypsum board assemblies and taping
- Flooring:
 - Vinyl
 - Tile
 - Laminate
 - Rubber
- Mouldings and trim (Interior and exterior)
 - Crown moulding
 - Baseboard
 - Wainscot and chair rail
 - Casings around doors and windows
- Masonry:
 - Footings and foundations
 - Sidewalks and slabs
 - CMU block

Employment

09/13-Present J.A. Rosa Construction- Wolcott, CT

- Carpenter Apprentice (2013-2015)
 - On the job training
 - Improving the carpentry skillset
 - Advanced commercial carpentry
 - Basic knowledge of other trades
 - Blueprint reading
- Carpenter (2015-Present)
 - Using the carpentry skill on a day to day basis
 - Advanced knowledge of other trades:
 - Electrical
 - Plumbing
 - Masonry
 - HVAC
 - Excelling the craft in all carpentry categories
- Elevator Construction Services Manager (2016-Present)
 - Manage a work crew
 - Quote elevator projects
 - Schedule subcontractors
 - Maintain multiple projects at one time
 - Knowledge of elevator codes and laws

Other Qualifications

Certificates

- OSHA 10
- OSHA 30
- Boom Lift Certificate
- Ladder Safety Certificate
- CNC Machine Certified

(References available upon request)

232 TRUMBULL AVE PLAINVILLE CT • PHONE 860-793-0278

PETER A CAPPELLINO

EDUCATION

1972- 1976 Wilcox Technical High School
1976-1978 Johnson & Wales College
1978-1980 University of New Haven

PROFESSIONAL EXPERIENCE

2011 - J. A. Rosa Construction, LLC
 Estimator
2009 - 2011 J. A. Rosa Construction, LLC
 Residential Sales/Supervising Carpenter
2007 - 2009 Heritage Woodcrafters Madison, CT
 Trim Carpenter
2005 -2007 P & J Caruso Construction New Britain, CT
 Carpenter

ADDITIONAL PROFESSIONAL EXPERIENCE

Osha 10
Lead Certified Training

ADDITIONAL SKILLS

General computer knowledge
Strong organizational skills
Advocate of teamwork
Ability to work well under pressure
Self-starter

PERSONAL

Age: 53 years
Married to wife Dawne, Para Professional
2 children, Jonathan & Justin
Plainville Little League Coach
Cub Master Pack 66 Plainville, CT.

16A CHANDLER DRIVE, PROSPECT, CT 06712

SAMANTHA RUSCHAK

EDUCATION

2012 Naugatuck Valley Community College, Waterbury, CT
A.S. Degree, Criminal Justice

PROFESSIONAL EXPERIENCE

2014 - Present J. A. Rosa Construction, LLC, Wolcott, CT
Project Manager

- Review and revise owner/contractor contracts
- Process bonds and insurance certificates on a per project basis
- Create and collect subcontractor contracts & insurance certs
- Produce schedule of values
- Process RFI's and submittals between subcontractor, architect and contractor
- Put together closeout documents and lien waivers
- Create and approve change orders to owner and subcontractors
- Produce Commission on Human Rights and Opportunities Affirmative Action and Set Aside Plans
- Complete monthly utilization forms for each project, process them from subcontractors
- Reconcile project management software with accounting

2013-2014 Family Haircut Store, Bristol, CT
Receptionist

2010-2012 Macy's Logistics & Operations, Cheshire, CT
Identifier

ADDITIONAL PROFESSIONAL EXPERIENCE

- Project Management Training Seminar
 - Quickbooks Training Class
 - Excel Seminar
-

149 LINCOLN ST #1, NEW BRITAIN, CT 06052

JENNIFER D. LOWE

EDUCATION

2016 Post University, *Waterbury*
Completion of Accounting I and II

PROFESSIONAL EXPERIENCE

2016 - Present J. A. Rosa Construction, LLC
Financial Accounts Lead

- Accurately post all job costs to projects. Prepare detailed cost to complete reports for Accountant's preparation of year-end Review.
- Prepare financial reports for executive team, accountant, surety and banks
- Manage all aspects of insurance including assuring proper coverage, preparation of year end employee earnings by work class and acquiring/ comparing policy pricing from competitive insurance companies.
- Manage pension fund deductions, contributions and legal documents in concert with financial planner and third-party pension consultants.
- Manage Human Resources including reviewing timesheets, processing payroll and managing Benefits.
- Provide bookkeeping and management of rental payment/agreements for two Real Estate Holding Companies
- Accounting and Finance through QuickBooks
- Reconciliation with Project Management software

2007 - 2007 A Tax Service Plus, Inc
Office Manager

2006 - 2007 Water Tite Plumbing, Inc
Office Manager

2004 - 2006 Frontier Builders, Inc
Executive Administration to Vice-President

ADDITIONAL PROFESSIONAL EXPERIENCE

- In-depth knowledge of QuickBooks data entry and reporting
 - Proficient with Microsoft Applications and Quantum Project Management Software
 - Project management training seminar
-

| | | | |
|-----------------|---------------------------------|--|--------------|
| Title | | Construction of a Central Kitchen - Commissary | |
| Location | | 562 Captain Neville Drive Waterbury | |
| | | Schedule of Values | |
| Division | | Description | Total |
| DIV 1 | General Conditions | | |
| | | Bonding BELOW | |
| | | Facilities | |
| | | Ground Penetrating Radar | |
| | | General Conditions | 4,661 |
| DIV 2 | Demolition | | |
| | | Demolition | |
| | | Dumpsters | |
| | | Concrete Dumpster | |
| | | Rental | |
| | | Saw Cutting | |
| | | Shot Blasting | |
| | | Demolition | 32,683 |
| DIV 3 | Concrete | | |
| | | Cast in Place Concrete | |
| | | Trench work | |
| | | Concrete | 41,923 |
| DIV 4 | Masonry | | |
| | | CMU construction | |
| | | CMU | 4,195 |
| DIV 5 | Metals | | |
| | | Metal Fabrications | |
| | | Structural Steel Framing | |
| | | Steel Decking | |
| | | Metals | 5,272 |
| DIV 6 | Wood and Plastics | | |
| | | Rough Carpentry | |
| | | Woods & Plastics | 4,865 |
| DIV 7 | Thermal and Moisture Protection | | |
| | | Building insulation | |
| | | Sealants | |
| | | Roof Penetrations | |
| | | EPDM Roofing | |
| | | Thermal & Moisture Protection | 20,323 |
| DIV 8 | Doors and Windows | | |
| | | FRP Aluminum Hybrid Doors | |
| | | Door Hardware | |
| | | Glazing | |
| | | Doors & Windows | 87,063 |
| DIV 9 | Finishes | | |
| | | Gypsum Wallboard | |
| | | Metal Studs | |

| | | | |
|--------|-----------------|-------------------------------|------------------|
| | | Acoustical Ceilings | |
| | | Resilient Flooring | |
| | | Painting | |
| | | Finishes | 202,909 |
| DIV 10 | Specialties | | |
| | | Signage | |
| | | Wall FRP Panels | |
| | | Specialties | 20,012 |
| DIV 11 | Equipment | | |
| | | Food Service Equipment | 663,732 |
| | | Food Service Equipment | |
| DIV 21 | Fire Protection | | |
| | | Sprinkler | |
| | | Fire Protection | 17,245 |
| DIV 22 | Plumbing | | |
| | | Plumbing | |
| DIV 23 | HVAC | Plumbing | 431,115 |
| | | HVAC included in Plumbing | |
| | | HVAC | |
| DIV 26 | Electrical | | |
| | | Electrical Systems | |
| | | Electrical | 125,408 |
| | | Total Project Cost | 1,661,405 |
| | | Original Base Bid Amount | 1,680,746 |

John A Rosa 11/4/19

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Central Kitchen Construction Contract with JA Rosa Construction LLC

Department: Department of Education Food Service

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above referenced final contract and that this contract fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is the complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY:  (S)

12/20/19
Date

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office
To: Salvatore D. Porzio, Project Manager
Public Works
Subject: Tax Clearance

Date: 10/31/2019

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

J. A. Rosa Construction, LLC
Rosa Realty Enterprises, LLC
Rosa Development Group, LLC
John A. Rosa
17 Town Line Rd.
Wolcott, CT 06716

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

Very truly yours,

Nancy J. Olson

NJO/wmf

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

Grant List 2019 -2020
Date Updated: 12/30/19

| ACCT/UNIT | FEDERAL GRANTS | BUDGET |
|------------|---|---------------------|
| 20414-1920 | 21st Century Community Learning Centers (Coh XV Proj. I) Washington & Driggs | \$142,500 |
| 20415-1920 | 21st Century Community Learning Centers (Coh XV Proj. II) Walsh | \$71,250 |
| 20416-1920 | 21st Century Community Learning Centers (Coh XV Proj. III) North End & Enlightenment | \$109,013 |
| 20417-1920 | 21st Cent. 16-1 Reed & Duggan | \$181,211 |
| 20418-1920 | 21st Cent. 16-2 Carrington & Gillmartin | \$184,132 |
| 20419-1920 | 21st Century Community Learning Centers Regan | \$114,000 |
| 20260-1920 | Carl Perkins | \$460,470 |
| 20261-1820 | Carl Perkins-WBLE | \$14,972 |
| 20262-1820 | Carl Perkins-CTSO | \$1,529 |
| 20320-1920 | Education Homeless Child -McKinney Vento Act | \$50,000 |
| 28003-2020 | Fresh Fruits & Vegetables-Main | \$677,940 |
| 28003-1920 | Fresh Fruits & Vegetables-Start Up | \$64,811 |
| 20320-2019 | Hurricane Rec.-Assist for Homeless Childrn/Yth (Carryover) | \$16,513 |
| 20540-1820 | IDEA PART B, SECTION 611 (Carryover) | \$2,304,244 |
| 20540-1921 | IDEA PART B, SECTION 611 (P) | \$5,294,074 |
| 20560-1820 | IDEA PART B, SECTION 619 (Carryover) | \$111,408 |
| 20560-1921 | IDEA PART B, SECTION 619 (P) | \$140,617 |
| 20420-1820 | Immigrant & Youth Education 18-20 (Carryover) | \$35,828 |
| 20920-2004 | Impact Aid | \$36,694 |
| 27023-1819 | JDP Act 18-19 (Juvenile Justice Delinquency Prevention)(Carryover) End 083119 | \$62,332 |
| 21500-1819 | Supports for Pregnant and Parenting Teens (Carryover) | \$73,719 |
| 21500-1920 | Supports for Pregnant and Parenting Teens | \$75,000 |
| 20220-1820 | TITLE I IMPROVING BASIC PROGRAMS 18-20 (Carryover) | \$2,785,473 |
| 20220-1921 | TITLE I IMPROVING BASIC PROGRAMS 19-21 | \$11,337,738 |
| 20380-1820 | Title II Part A Public/Non Public 18-20 (Carryover) | \$413,620 |
| 20380-1921 | Title II Part A Public/Non Public 19-21 | \$1,078,813 |
| 20440-1820 | TITLE III PART A ENGLISH LANG. ACQUIS. 18-20 (Carryover) | \$325,105 |
| 20440-1921 | TITLE III PART A ENGLISH LANG. ACQUIS. 19-21 | \$381,899 |
| 20460-1819 | Title IV-STUDENT SUPORT & ACADEMIC ENRICHMENT GRANT 18-20 (Carryover) | \$723,988 |
| 20460-1921 | Title IV-STUDENT SUPORT & ACADEMIC ENRICHMENT GRANT 19-21 | \$790,172 |
| 20284-2019 | Bucks Hill SIG Add 2019 | \$32,568 |
| 20285-2019 | Driggs SIG Add 2019 | \$32,568 |
| 20290-2019 | Gilmartin SIG Add 2019 | \$32,568 |
| 20286-2019 | Hopeville SIG Add 2019 | \$32,568 |
| 20294-2019 | North End MS Add 2019 | \$32,568 |
| 20287-2019 | Sprague SIG Add 2019 | \$32,568 |
| 20292-2019 | Wallace MS Add 2019 | \$32,568 |
| 20288-2019 | Walsh SIG Add 2019 | \$32,568 |
| 20289-2019 | Washington SIG Add 2019 | \$32,568 |
| 20293-2019 | West Side MS Add 2019 | \$32,568 |
| 20291-2019 | Wilson SIG Add 2019 | \$32,568 |
| 20284-1920 | Bucks Hill SIG 19-20 | \$65,000 |
| 20285-1920 | Driggs SIG 19-20 | \$65,000 |
| 20290-1920 | Gilmartin SIG 19-20 | \$95,179 |
| 20286-1920 | Hopeville SIG 19-20 | \$65,000 |
| 20294-1920 | North End MS SIG 19-20 | \$332,664 |
| 20287-1920 | Sprague SIG 19-20 | \$65,000 |
| 20292-1920 | Wallace SIG 19-20 | \$392,664 |
| 20288-1920 | Walsh SIG 19-20 | \$65,000 |
| 20289-1920 | Washington SIG 19-20 | \$111,019 |
| 20293-1920 | West Side MS 19-20 | \$320,000 |
| 20291-1920 | Wilson SIG 19-20 | \$110,019 |
| 24105-2019 | Workforce Innovative Opportunity Act-Student(Carryover) | \$62,085 |
| | TOTAL FEDERAL GRANTS | \$30,165,943 |

* Items in Red are awards that have not been received.

P-preliminary

Grant List 2019 -2020

Date Updated: 12/30/19

| ACCT/UNIT | STATE GRANTS | Budget |
|------------|---|---------------------|
| 26200-1920 | Adult Ed CoOp Entity-LVA (P) | \$52,499 |
| 26100-1920 | Adult Ed-Coop Districts (P) | \$10,426 |
| 26080-1920 | Adult Education-Provider (P) | \$1,840,814 |
| 27100-1920 | Alliance ECS | \$29,403,470 |
| 20020-1920 | Bilingual Grant | \$178,407 |
| 20080-1920 | Extended School Hours | \$319,492 |
| 20001-1920 | Family Resource Center Wilson/Reed | \$200,000 |
| 20257-1820 | LPS Bond Bucks Hill 18-20(Carryover) | \$43,973 |
| 20264-1820 | LPS Bond Driggs 18-20(Carryover) | \$49,941 |
| 20273-1820 | LPS Bond Gilmartin 18-20(Carryover) | \$124,879 |
| 20266-1820 | LPS Bond Hopeville 18-20(Carryover) | \$46,957 |
| 20274-1820 | LPS Bond Kennedy 18-20(Carryover) | \$124,950 |
| 20267-1820 | LPS Bond North End 18-20(Carryover) | \$1,700 |
| 20276-1820 | LPS Bond Sprague 18-20(Carryover) | \$124,950 |
| 20268-1820 | LPS Bond Wallace 18-20(Carryover) | \$1,410 |
| 20269-1820 | LPS Bond Washington 18-20(Carryover) | \$49,754 |
| 20271-1820 | LPS Bond West Side 18-20(Carryover) | \$5,100 |
| 20275-1820 | LPS Bond Wilby 18-20(Carryover) | \$124,958 |
| 20272-1820 | LPS Bond Wilson 18-20(Carryover) | \$49,980 |
| 20180-1920 | Magnet Operating Grant-Rotella, Maloney, WAMS | \$8,618,634 |
| 21180-1920 | Primary Mental Health | \$19,199 |
| 20046-1920 | Priority Schools | \$2,003,524 |
| 20100-1920 | PSD-Summer School | \$370,473 |
| 20550-1920 | Quality Enhancement | \$75,641 |
| 21400-1920 | School Readiness | \$9,950,191 |
| 21380-1820 | School Security Grant 3 | \$495,593 |
| 21380-1921 | School Security Grant 4 | \$1,408,321 |
| 24108-1920 | SDE Chase Park/Hopeville 1920 | \$169,660 |
| 24109-1920 | SDE Kingsbury/Wilson 1920 | \$169,660 |
| 24110-1920 | SDE Wallace/Westside 1920 | \$169,660 |
| | | |
| | TOTAL STATE GRANTS | \$56,204,216 |

* Items in Red are awards that have not been received.

P-preliminary

November 2019 Expenditure Report

| ACCOUNT | CLASSIFICATION | FY 20 ORIGINAL BUDGET | FY 20 ADJUSTED BUDGET | NOVEMBER EXPENDITURE | NOVEMBER ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|--------------------------|----------------------------------|--------------------------|--------------------------|-------------------------|-------------------------|---------------------|----------------------|-------------------------|
| Salaries | | | | | | | | |
| 511101 | Administrators | \$8,781,615 | \$8,781,615 | \$3,591,137 | \$0 | \$5,190,478 | \$8,731,615 | \$50,000 |
| 511102 | Teachers | \$71,076,606 | \$71,076,606 | \$22,958,343 | \$0 | \$48,118,263 | \$71,011,606 | \$65,000 |
| 511104 | Superintendent | \$410,000 | \$410,000 | \$173,462 | \$0 | \$236,538 | \$410,000 | \$0 |
| 511106 | Early Incentive Certified | \$931,968 | \$931,968 | \$882,471 | \$0 | \$49,497 | \$931,968 | \$0 |
| 511107 | Certified Coaches | \$764,000 | \$764,000 | \$215,224 | \$0 | \$548,776 | \$764,000 | \$0 |
| 511108 | School Psychologists | \$1,814,828 | \$1,814,828 | \$448,970 | \$0 | \$1,365,858 | \$1,722,408 | \$92,420 |
| 511109 | School Social Workers | \$1,949,419 | \$1,949,419 | \$517,407 | \$0 | \$1,432,012 | \$1,894,645 | \$54,774 |
| 511110 | Speech Pathologists | \$2,308,110 | \$2,308,110 | \$647,204 | \$0 | \$1,660,906 | \$2,262,610 | \$45,500 |
| 511113 | Extra Compensatory Stipend | \$97,000 | \$97,000 | \$0 | \$0 | \$97,000 | \$97,000 | \$0 |
| 511201 | Non-Certified Salaries | \$2,333,585 | \$2,333,585 | \$398,536 | \$0 | \$1,935,049 | \$2,333,585 | \$0 |
| 511202 | Clerical Wages | \$963,037 | \$963,037 | \$353,971 | \$0 | \$609,066 | \$963,037 | \$0 |
| 511204 | Crossing Guards | \$363,055 | \$363,055 | \$121,800 | \$0 | \$241,255 | \$363,055 | \$0 |
| 511206 | Educational | \$464,447 | \$464,447 | \$110,722 | \$0 | \$353,725 | \$464,447 | \$0 |
| 511212 | Substitute Teachers | \$2,945,000 | \$2,945,000 | \$588,424 | \$41,694 | \$2,314,882 | \$2,945,000 | \$0 |
| 511215 | Cafeteria Aides | \$80,000 | \$80,000 | \$112,416 | (\$67,767) | \$35,351 | \$80,000 | \$0 |
| 511217 | Library Aides | \$166,617 | \$166,617 | \$42,720 | \$0 | \$123,897 | \$166,617 | \$0 |
| 511219 | School Clerical | \$1,896,215 | \$1,896,215 | \$613,503 | \$0 | \$1,282,712 | \$1,896,215 | \$0 |
| 511220 | Fiscal Administration | \$514,230 | \$514,230 | \$133,940 | \$0 | \$380,290 | \$514,230 | \$0 |
| 511222 | Transportation Coordinator | \$101,039 | \$101,039 | \$38,837 | \$0 | \$62,202 | \$101,039 | \$0 |
| 511223 | Office Aides | \$170,000 | \$170,000 | \$60,014 | \$0 | \$109,986 | \$170,000 | \$0 |
| 511225 | School Maintenance Non-Certified | \$2,184,221 | \$2,184,221 | \$648,422 | \$0 | \$1,535,799 | \$2,034,221 | \$150,000 |
| 511226 | Custodians Non-Certified | \$5,352,068 | \$5,352,068 | \$1,895,585 | \$0 | \$3,456,483 | \$5,309,762 | \$42,306 |
| 511227 | Overtime - Outside Activities | \$200,000 | \$200,000 | \$102,340 | \$0 | \$97,660 | \$200,000 | \$0 |
| 511228 | Paraprofessionals | \$10,044,144 | \$10,044,144 | \$3,011,234 | \$0 | \$7,032,910 | \$9,894,144 | \$150,000 |
| 511229 | Bus Duty | \$250,000 | \$250,000 | \$99 | \$0 | \$249,901 | \$250,000 | \$0 |
| 511232 | Attendance Counselors | \$111,185 | \$111,185 | \$12,391 | \$0 | \$98,794 | \$111,185 | \$0 |
| 511233 | ABA Behavioral Therapist | \$1,589,085 | \$1,589,085 | \$525,048 | \$0 | \$1,064,037 | \$1,589,085 | \$0 |
| 511234 | Interpreters | \$135,795 | \$135,795 | \$26,840 | \$0 | \$108,955 | \$135,795 | \$0 |
| 511237 | Swing Space | \$0 | \$0 | \$30,581 | \$0 | (\$30,581) | \$30,581 | (\$30,581) |
| 511650 | Overtime | \$740,000 | \$740,000 | \$246,640 | \$0 | \$493,360 | \$709,419 | \$30,581 |
| 511653 | Longevity | \$15,300 | \$15,300 | \$1,055 | \$0 | \$14,245 | \$15,300 | \$0 |
| 511700 | Extra Police Protection | \$520,516 | \$520,516 | \$0 | \$0 | \$520,516 | \$520,516 | \$0 |
| 511800 | Vacation and Sick Term Payout | \$111,279 | \$111,279 | \$107,013 | \$0 | \$4,266 | \$111,279 | \$0 |
| 529001 | Car Allowance | \$75,000 | \$75,000 | \$22,636 | \$0 | \$52,364 | \$75,000 | \$0 |
| 529003 | Meal Allowances | \$19,800 | \$19,800 | \$6,104 | \$0 | \$13,696 | \$19,800 | \$0 |
| Subtotal Salaries | | \$119,479,164 | \$119,479,164 | \$38,645,091 | (\$26,074) | \$80,860,146 | \$118,829,164 | \$650,000 |

| ACCOUNT | CLASSIFICATION | FY 20 ORIGINAL BUDGET | FY 20 ADJUSTED BUDGET | NOVEMBER EXPENDITURE | NOVEMBER ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|------------------------------------|---------------------------------|--------------------------|--------------------------|-------------------------|-------------------------|--------------------|---------------------|-------------------------|
| Purchased Services | | | | | | | | |
| 533009 | Evaluation | \$74,250 | \$74,250 | \$1,797 | \$10,224 | \$62,229 | \$74,250 | \$0 |
| 533020 | Consulting Services | \$371,125 | \$371,125 | \$114,614 | \$257,825 | (\$1,314) | \$371,125 | \$0 |
| 533100 | Auditing | \$54,000 | \$54,000 | \$521 | \$25,500 | \$27,979 | \$54,000 | \$0 |
| 539005 | Sporting Officials | \$35,000 | \$33,680 | \$3,321 | \$0 | \$30,359 | \$33,680 | \$0 |
| 539007 | Report Cards | \$9,000 | \$9,000 | \$0 | \$196 | \$8,804 | \$9,000 | \$0 |
| 539008 | Messenger Service | \$28,600 | \$29,920 | \$9,248 | \$20,672 | \$0 | \$29,920 | \$0 |
| 543000 | General Repairs & Maintenance | \$1,740,700 | \$1,740,700 | \$475,459 | \$315,529 | \$949,712 | \$1,740,700 | \$0 |
| 543011 | Maintenance - Service Contracts | \$730,000 | \$730,000 | \$145,228 | \$375,018 | \$209,754 | \$730,000 | \$0 |
| 544002 | Building Rental | \$555,539 | \$555,539 | \$262,670 | \$253,295 | \$39,575 | \$555,539 | \$0 |
| 545002 | Water | \$255,000 | \$255,000 | \$0 | \$0 | \$255,000 | \$255,000 | \$0 |
| 545006 | Electricity | \$3,129,855 | \$3,129,855 | \$1,082,364 | \$0 | \$2,047,491 | \$3,129,855 | \$0 |
| 545013 | Security/Safety | \$125,000 | \$125,000 | \$11,141 | \$19,027 | \$94,832 | \$125,000 | \$0 |
| 551000 | Pupil Transportation | \$15,241,207 | \$15,241,207 | \$4,321,480 | \$10,919,727 | \$0 | \$15,391,207 | (\$150,000) |
| 553001 | Postage | \$70,000 | \$70,000 | \$25,705 | \$0 | \$44,295 | \$70,000 | \$0 |
| 553002 | Telephone | \$250,000 | \$250,000 | \$87,590 | \$9,332 | \$153,077 | \$250,000 | \$0 |
| 553005 | Wide-area Network (SBC) | \$93,600 | \$93,600 | \$12,313 | \$15,068 | \$66,219 | \$93,600 | \$0 |
| 556055 | Tuition - Outside | \$8,225,000 | \$8,225,000 | \$2,002,976 | \$4,760,557 | \$1,461,467 | \$8,725,000 | (\$500,000) |
| 556056 | Purchased Service - Outside | \$2,627,897 | \$2,627,897 | \$705,697 | \$1,896,791 | \$25,409 | \$2,627,897 | \$0 |
| 557000 | Tuition Reimbursement | \$6,000 | \$6,000 | \$0 | \$0 | \$6,000 | \$6,000 | \$0 |
| 558000 | Travel Expenses | \$18,000 | \$18,000 | \$1,340 | \$0 | \$16,660 | \$18,000 | \$0 |
| 559001 | Advertising | \$25,000 | \$25,000 | \$1,651 | \$0 | \$23,349 | \$25,000 | \$0 |
| 559002 | Printing & Binding | \$50,000 | \$50,000 | \$2,563 | \$0 | \$47,437 | \$50,000 | \$0 |
| 559104 | Insurance - Athletics | \$23,000 | \$23,000 | \$22,057 | \$0 | \$943 | \$23,000 | \$0 |
| Subtotal Purchased Services | | \$33,737,773 | \$33,737,773 | \$9,289,737 | \$18,878,761 | \$5,569,275 | \$34,387,773 | (\$650,000) |
| Supplies/Materials | | | | | | | | |
| 561100 | Instructional Supplies | \$1,620,000 | \$1,620,000 | \$717,738 | \$392,163 | \$510,099 | \$1,620,000 | \$0 |
| 561200 | Office Supplies | \$71,840 | \$71,840 | \$28,074 | \$19,815 | \$23,951 | \$71,840 | \$0 |
| 561204 | Emergency/Medical Supplies | \$4,000 | \$4,000 | \$0 | \$0 | \$4,000 | \$4,000 | \$0 |
| 561210 | Intake Center Supplies | \$1,500 | \$1,500 | \$1,484 | \$8 | \$7 | \$1,500 | \$0 |
| 561211 | Recruitment Supplies | \$50,000 | \$50,000 | \$12,631 | \$913 | \$36,456 | \$50,000 | \$0 |
| 561212 | Medicaid Supplies | \$15,000 | \$15,000 | \$10 | \$14,345 | \$645 | \$15,000 | \$0 |
| 561501 | Diesel | \$156,585 | \$156,585 | \$46,318 | \$104,840 | \$5,426 | \$156,585 | \$0 |
| 561503 | Gasoline | \$35,000 | \$35,000 | \$11,773 | \$0 | \$23,227 | \$35,000 | \$0 |
| 561505 | Natural Gas | \$1,666,000 | \$1,666,000 | \$183,512 | \$0 | \$1,482,488 | \$1,666,000 | \$0 |
| 561507 | Janitorial Supplies | \$235,000 | \$235,000 | \$102,481 | \$96,421 | \$36,098 | \$235,000 | \$0 |
| 561508 | Electrical Supplies | \$50,000 | \$50,000 | \$6,844 | \$5,431 | \$37,725 | \$50,000 | \$0 |
| 561509 | Plumbing Supplies | \$100,000 | \$100,000 | \$26,900 | \$16,755 | \$56,345 | \$100,000 | \$0 |
| 561510 | Building & Ground Supplies | \$150,000 | \$150,000 | \$77,716 | \$48,917 | \$23,368 | \$150,000 | \$0 |
| 561511 | Propane | \$285,938 | \$285,938 | \$142,149 | \$136,035 | \$7,754 | \$285,938 | \$0 |
| 567000 | Clothing Supplies | \$40,000 | \$40,000 | \$0 | \$31,092 | \$8,908 | \$40,000 | \$0 |
| 567001 | Crossing Guard Uniforms | \$2,000 | \$2,000 | \$370 | \$0 | \$1,630 | \$2,000 | \$0 |
| 569010 | Recreational Supplies | \$20,000 | \$20,000 | \$1,648 | \$6,171 | \$12,181 | \$20,000 | \$0 |
| 569029 | Athletic Supplies | \$130,000 | \$130,000 | \$60,924 | \$15,008 | \$54,067 | \$130,000 | \$0 |

| ACCOUNT | CLASSIFICATION | FY 20 ORIGINAL BUDGET | FY 20 ADJUSTED BUDGET | NOVEMBER EXPENDITURE | NOVEMBER ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|-------------------------------------|--|--------------------------|--------------------------|-------------------------|-------------------------|----------------------|----------------------|-------------------------|
| Subtotal Supplies/Materials | | \$4,632,863 | \$4,632,863 | \$1,420,573 | \$887,915 | \$2,324,375 | \$4,632,863 | \$0 |
| Property | | | | | | | | |
| 575008 | Furniture-Misc. | \$50,000 | \$50,000 | \$581 | \$0 | \$49,419 | \$50,000 | \$0 |
| 575200 | Office Equipment | \$160,000 | \$160,000 | \$48,931 | \$71,493 | \$39,576 | \$160,000 | \$0 |
| 575408 | Plant Equipment | \$40,000 | \$40,000 | \$2,802 | \$3,529 | \$33,670 | \$40,000 | \$0 |
| Subtotal Property | | \$250,000 | \$250,000 | \$52,314 | \$75,022 | \$122,665 | \$250,000 | \$0 |
| Other/Miscellaneous | | | | | | | | |
| 589021 | Mattatuck Museum | \$13,000 | \$13,000 | \$2,339 | \$9,744 | \$917 | \$13,000 | \$0 |
| 589034 | Board of Ed Commissioners | \$20,700 | \$20,700 | \$8,625 | \$0 | \$12,075 | \$20,700 | \$0 |
| 589036 | Emergency Fund | \$9,500 | \$9,500 | \$9,337 | \$0 | \$163 | \$9,500 | \$0 |
| 589201 | Mileage | \$30,000 | \$30,000 | \$1,725 | \$0 | \$28,275 | \$30,000 | \$0 |
| 589205 | Coaches Reimbursements | \$7,000 | \$7,000 | \$696 | \$0 | \$6,304 | \$7,000 | \$0 |
| 589900 | Dues & Publications | \$60,000 | \$60,000 | \$45,898 | \$3,490 | \$10,612 | \$60,000 | \$0 |
| 591004 | Athletic Revolving Fund | \$135,000 | \$135,000 | \$90,560 | \$15,360 | \$29,080 | \$135,000 | \$0 |
| Total Other/Miscellaneous | | \$275,200 | \$275,200 | \$159,180 | \$28,594 | \$87,426 | \$275,200 | \$0 |
| GRAND TOTAL OPERATING BUDGET | | \$158,375,000 | \$158,375,000 | \$49,566,895 | \$19,844,218 | \$88,963,887 | \$158,375,000 | \$0 |
| Other Additional Funding | | | | | | | | |
| | Alliance Non-Reform/Reform | \$15,932,468 | \$15,932,468 | \$4,703,054 | \$0 | \$11,229,414 | \$15,932,468 | \$0 |
| | Alliance Increase from Budget Reductions | \$1,510,313 | \$1,510,313 | \$394,920 | \$0 | \$1,115,393 | \$1,510,313 | \$0 |
| | GF Surplus 15-16 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 | \$1,000,000 | \$0 |
| | GF Surplus 14-15 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 | \$1,000,000 | \$0 |
| | GF Surplus 16-17 | \$450,000 | \$450,000 | \$0 | \$0 | \$450,000 | \$450,000 | \$0 |
| | Contingency Surplus | \$500,000 | \$500,000 | \$0 | \$0 | \$500,000 | \$500,000 | \$0 |
| | City Non Lapsing Account | \$675,000 | \$675,000 | \$0 | \$0 | \$675,000 | \$675,000 | \$0 |
| Total Additional Funding | | \$21,067,781 | \$21,067,781 | \$5,097,974 | \$0 | \$15,969,807 | \$21,067,781 | \$0 |
| GRAND TOTAL ALL FUNDING | | \$179,442,781 | \$179,442,781 | \$54,664,869 | \$19,844,218 | \$104,933,694 | \$179,442,781 | \$0 |



Waterbury Public Schools

Item #5

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

TO: Board of Education Commissioners

FROM: William F. Clark, Chief Operating Officer *WFC/mc*

DATE: December 26, 2019

SUBJECT: Professional Services Agreement for Monitoring and Servicing of Security Systems with Stanley Convergent Security Solutions, Inc.

The Education Department would like to enter into a contract with Stanley Convergent Security Solutions for monitoring and servicing of security systems at all Waterbury Public Schools, including audio surveillance. The contract term is for three years. We have allocated \$82,122.00 per year for a total contract amount of \$246,366.00.

Waterbury Public Schools has used Stanley (Sonitrol) for the past ten years and have been very pleased with their performance. Stanley Convergent Security Solutions is a sole source provider due to its monitoring capability to hear and record sounds in the buildings, such as voices, footsteps, etc.

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

WFC/mc

Attachment

cc: File

School Inspectors of Waterbury - Sonitrol Alarm Monitoring & Service 3-Year PROPOSED Renewal 7/1/2019 through 6/30/2022

| | | | |
|----------------------|-------------------|------------------------------------|---------------------|
| ACCOUNT: | | | |
| 111123026149 | | | |
| CONTRACT: | | | |
| 111102614901 | | | |
| | | | |
| INSTALLATION | RMR | SCHOOL | ADDRESS |
| 111123018145 | \$124.85 | Crosby High School Addition | 300 PIERPONT RD |
| 111123000195 | \$41.62 | Crosby HS Broadcast Booth | 300 PIERPONT RD |
| 111123000245 | \$208.08 | Crosby HS | 300 PIERPONT RD |
| 111123038477 | \$208.08 | Rotella Magnet School | 380 PIERPONT RD |
| 111123032558 | \$41.62 | Rotella Magnet School Audio Visual | 440 PIERPONT RD |
| 111123029470 | \$208.08 | Wilby High School | 568 BUCKS HILL RD |
| 123135222800 | \$97.02 | Wilby High | 568 BUCKS HILL RD |
| 111123020872 | \$124.85 | Wilby Auditorium | 460 BUCKS HILL RD |
| 111123042966 | \$41.62 | Wilby High School TV Studio | 568 BUCKS HILL RD |
| 111123027430 | \$124.85 | Wilby High School Addition | 560 BUCKS HILL RD |
| 111123016480 | \$208.08 | Wilby Northend Middle School | 500 BUCKS HILL RD |
| 111123049953 | \$208.08 | Kennedy High School | 422 HIGHLAND ST |
| 111123017552 | \$124.85 | Kennedy Addition Media Ctr. | 422 HIGHLAND ST |
| 111123002138 | \$74.22 | Woodrow Wilson School | 235 BIRCH ST |
| 111123008277 | \$74.22 | Enlightenment School | 30 CHURCH ST |
| 111123011627 | \$74.22 | Chase School | 80 WOODTICK RD |
| 111123012564 | \$31.21 | Maloney Magnet School | 233 S. ELM ST |
| 111123012784 | \$208.08 | Sprague School | 1443 THOMASTON AVE |
| 111123013013 | \$74.22 | Washington School | 685 BALDWIN ST |
| 111123016698 | \$74.22 | Kingsbury School | 220 COLUMBIA BLVD |
| 111123019178 | \$124.85 | Tinker School | 809 HIGHLAND AVE |
| 111123019284 | \$74.22 | Driggs School | 77 WOODLAWN TERR |
| 111123021314 | \$74.22 | Barnard School | 11 DRAHER AVE |
| 111123021862 | \$208.08 | Westside Middle School | 483 CHASE PKWY |
| 111123025383 | \$74.22 | Notre Dame School | 30-A CHURCH ST |
| 111123027933 | \$74.22 | Generali School | 3196 E. MAIN ST |
| 111123028833 | \$208.08 | Wallace Middle School | 3465 E. MAIN ST |
| 111123031699 | \$124.85 | Driggs School | 77 WOODLAWN TERR |
| 111123031937 | \$206.00 | Walsh School | 29 ASHLEY ST |
| 111123000147 | \$74.22 | Hopeville School | 2 CYPRESS ST |
| 111123035856 | \$74.22 | Westside Middle School Pool | 483 CHASE PKWY |
| 111123036335 | \$124.85 | Wendall Cross School | 1255 HAMILTON AVE |
| 111123027910 | \$74.22 | Wendall Cross School Add-On | 1255 HAMILTON AVE |
| 111123036631 | \$74.22 | Bucks Hill School | 330 BUCKS HILL RD |
| 111123051525 | \$74.22 | Bucks Hill School Modular Bldg. | 330 BUCKS HILL RD |
| 111123037616 | \$74.22 | Bunker Hill School | 170 BUNKER HILL AVE |
| 111123038436 | \$74.22 | Notre Dame School - Convent | 30-A CHURCH ST |
| 111123040602 | \$74.22 | State Street School | 30 CHURCH ST |
| 111123046399 | \$208.08 | Maloney Magnet School | 233 S. ELM ST |
| 111123046683 | \$74.22 | Regan School | 2780 N. MAIN ST |
| 111123047131 | \$124.85 | School Inspectors Office | 62 HARPER AVE |
| 111123049742 | \$31.21 | Arts Magnet School (WAMS) | 16 S. ELM ST |
| 123133115500 | \$267.90 | Gilmartin | 94 SPRING LAKE RD |
| 123133150200 | \$267.90 | Waterbury Enlightenment | 30-A CHURCH ST |
| 123133969000 | \$93.64 | Washington School | 635 BALDWIN ST |
| 123134088300 | \$327.73 | Jonathan Reed School | 33 GRIGGS ST |
| 123135222500 | \$267.90 | Duggan School | 952 BANK ST |
| 123143249800 | \$499.39 | Waterbury Career Academy | 235 BIRCH ST |
| 123143121800 | \$421.36 | Carrington School | 24 KENMORE AVE |
| | | | |
| MONTHLY TOTAL | \$6,843.50 | | |
| | | | |
| | | | |

NOTE: 2019 MONTHLY AGREEMENT \$6,843.50 WITH A TERM OF 7/1/2019 THROUGH 6/30/22.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

DATE: December 26, 2019

TO: Honorable Board of Education Commissioners

FROM: William F. Clark, Chief Operating Officer *WFC/mc*

SUBJECT: Agreement for Environmental Services with Facility Support Services, LLC

The Education Department would like to enter into an agreement with Facility Support Services for on-call environmental services, consultation & AHERA inspection. The contract term is for three years. The total amount of the contract is \$16,425.00, allotting \$3,800 per year for (2) six month AHERA inspections, and \$5,025 for a three year AHERA re-Inspection which includes Management Plans for each school to be completed in 2021. Rates are based on bid pricing on an as needed basis (rate schedule attached).

Thank you for your consideration.

WFC/mc

Attachment

cc: File

THE CITY OF WATERBURY
ON-CALL ENVIROMENTAL SERVICES
AND AHERA INSPECTION

SECTION 00400

BID ITEMS

The Waterbury Board of Education is seeking the professional services of an environmental company/consultant to do the following:

Be available for on-call environmental issues and discussions with the State Department of Health.

- A. Provide specified services at the bid prices set forth below.
- B. Submit service rates by job classification; and laboratory, equipment and testing fees.

It is the intent of the City to enter into a three-year contract with Lowest Responsible Bidder.

The Bid Prices quoted on the Bid Form shall be all inclusive of any and all costs associated with the provision of the specified services by the Lowest Responsible Bidder.

Prices must be in effect for three (3) years.

All bidders must be licensed to do work in Connecticut, and must submit three (3) references.

| <u>Service Rates</u> | <u>Hourly Base Rate</u> | <u>Overtime</u> |
|---|-------------------------|------------------|
| <u>Rate</u> | | |
| Certified Industrial Hygienist (CIH) | \$ <u>135.00</u> | \$ <u>135.00</u> |
| Project Monitor/ Inspector Management Planner | \$ <u>60.00</u> | \$ <u>60.00</u> |
| Asbestos Project Designer | \$ <u>75.00</u> | \$ <u>75.00</u> |
| Lead Inspector/ Risk assessor | \$ <u>75.00</u> | \$ <u>75.00</u> |

Laboratory & Equipment

Polarized Light Microscopy (PLM) Bulk

1-day TAT

\$ 10.00

5-day TAT

\$ 8.00

Transmission Electron Microscopy (TEM) Bulk

| | |
|---|--------------|
| 1-day TAT | \$ 62.50 |
| 5-day TAT | \$ 45.00 |
| Phase Contrast Microscopy (PCM) Air | |
| 3-hour TAT | \$ 20.50 |
| 24-hour TAT | \$ 8.00 |
| Transmission Electron Microscopy (TEM) Air | |
| 6-hour TAT | \$ 87.00 |
| 24-hour TAT | \$ 67.00 |
| Lead/Chip/Wipe Analysis | |
| 1-day TAT | \$ 10.00 |
| 5-day TAT | \$ 9.00 |
| Lead TCLP Analysis (5-day TAT) | \$ 37.50 |
| Non-viable Mold Analysis | |
| 1-day TAT | \$ 61.00 |
| 3-day TAT | \$ 44.00 |
| Poly-chlorinated Biphenyls (PCBs) by Soxhlet (Bulk) | |
| 3-day TAT | \$ 134.00 |
| 5-day TAT | \$ 93.00 |
| Poly-chlorinated Biphenyls (PCBs) with Homologs (Air) (3-day TAT) | \$ 287.00 |
| Others (Please Specify) | \$ <u>NA</u> |

Bid price for (2) six month AHERA inspections for each school listed below.

| | | |
|------------------------|--------|-------------------------|
| July 2019 to June 2020 | YEAR 1 | Total Price \$ 3,800.00 |
| July 2020 to June 2021 | YEAR 2 | Total Price \$ 3,800.00 |
| July 2021 to June 2022 | YEAR 3 | Total Price \$ 3,800.00 |

Bid Price for (1) three year AHERA re-inspection for each school listed below.

Total Price \$ 5,025.00

GRAND TOTAL for AHERA 6-Month & 3-Year Inspections \$ 16,425.00

The bid award will be based on the six-month and three-year AHERA inspections outlined above.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

TO: Honorable Board of Education Commissioners

FROM: William F. Clark, Chief Operating Officer *WFC/mc*

DATE: December 26, 2019

SUBJECT: Maintenance Services Agreement for Building Automation System (BAS) with SNE Building Systems, Incorporated

The Education Department would like to enter into an agreement with SNE Building Systems for Building Automation System at seven school locations (Laurel Hill and Bergin Complexes, Kennedy High School, Rotella and Maloney Magnet Schools, Gilmartin, Duggan, Reed K-8 Schools and State Street School). The contract has a three year term. The total amount of the agreement is \$216,000 (\$72,000 each year). Repair rates include \$115 for straight time and \$145 for overtime. SNE is the only authorized field installation and repair dealer in Connecticut for the aforementioned services.

Waterbury Public School has been using SNE since 2010 and have been very pleased with their service and performance during that time. Thank you for your consideration.

WFC/mc

cc: Chris Harmon, Inspector of School Buildings
File

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, January 2, 2020 (Rotella Magnet Sch.)
BOARD MEETING: Thursday, January 16, 2020

TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

| GROUP | FACILITIES AND DATES/TIMES |
|--------------|--|
| D. Melendez | Chase gym: Thurs., Jan. 9 th 4:00-9:00 pm (Spanish Celebration) |
| | Chase gym: Wed., Jan. 22 nd 5:00-8:00 pm (CPAC meeting) |
| C. Thompson | Wilby media ctr.: Tues., Jan. 14 th 5:00-8:30 pm (Scholarship workshop) |
| | Wilby media ctr.: Tues., Feb. 11 th 5:00-8:30 pm (Financial Aid workshop) |
| | Wilby media ctr.: Tues., Mar. 10 th 5:00-8:30 pm (Resume Writing workshop) |
| | Wilby media ctr.: Wed. Apr. 8 th 5:00-8:30 pm (Job fair workshop) |
| | Wilby media ctr.: Tues. 1/21, 2/18, 3/17, 4/21, 5/19 5:00-8:30 pm (enlightening the mind – Book Club) |
| M. A. Marold | Wallace media ctr.: Wed., Feb. 5 th 2:00-3:30 pm (Governance Council) |
| M. Bergin | Kennedy media ctr.: Fri., Mar. 6 th 8am-3pm (Pre Sch. Prof. Dev.) |
| | Rotella aud. & gym: Fri., Mar. 6 th 8am-3pm (Prof. Dev.) |
| | Sprague gym: Wed., Feb. 12 th 5:00-7:30 (Family Night) (snow date: 2/19/20) |
| | Sprague gym: Wed., Mar. 18 th 5:00-7:30 (Pre Sch. Family Night) |
| | Sprague gym: Thurs., Apr. 9 th 5:00-7:30 (Pre Sch. Family Night) |

Approved

 Jason Van Stone

 Dr. Verna D. Ruffin
 Superintendent of Schools

DEC 20 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/19

TO: SCHOOL BUSINESS OFFICE

FROM: Chase School - D. Melendez

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

NAME OF SCHOOL REQUESTED: Chase School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Jan 9, 2020

FROM: 4 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Spanish Celebration

D. Melendez
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.

CA:\semlanscas\and\Documents\SCHOOL reservation form.doc

Cancel EMTA

SCHOOL PERSONNEL USE ONLYDATE: 12/16/19

TO: SCHOOL BUSINESS OFFICE

FROM:

Doreen Melendez

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

NAME OF SCHOOL REQUESTED:

Chase☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Café/Rooms

DATES REQUESTED:

Jan. 22, 2020

FROM:

5

am/pm

TO:

8

am/pm

FOR THE FOLLOWING PURPOSES:

CPAC Meeting

D. Melendez
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 EMAA

Mark

DEC 20 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12.19.19

TO: SCHOOL BUSINESS OFFICE

FROM: Gloria Thompson-Parent Liaison
Wilby High

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

NAME OF SCHOOL REQUESTED: Wilby High

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms
Library Media Center / LCC

DATES REQUESTED: January 14th 2020

FROM: 5 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Scholarship Workshop

Gloria Thompson
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.

DEC 20 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12-19-19

TO: SCHOOL BUSINESS OFFICE

FROM: Gloria Thompson - Parent Liaison
Wilby High

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

NAME OF SCHOOL REQUESTED: Wilby High
Library Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Feb 11th 2020

FROM: 5 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Financial Aid Workshop

Gloria Thompson
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.

DEC 20 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12-19-19

TO: SCHOOL BUSINESS OFFICE

FROM:

Glenn Thompson - Parent Liaison
Wilby High

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

NAME OF SCHOOL REQUESTED: Wilby High

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Cafeteria/Rooms

Library Media Center / LCC

DATES REQUESTED: March 10th, 2020

FROM: 5 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Resume Writing Workshop

Glenn Thompson
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.

050 20 1919

SCHOOL PERSONNEL USE ONLY

DATE: 12-19-19

TO: SCHOOL BUSINESS OFFICE

FROM: Gloria Thompson
Wilby High

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Library Media Center / LCC

DATES REQUESTED: April 8th, 2020

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Job Fair Workshops

Gloria Thompson
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

DEC 20 2013

SCHOOL PERSONNEL USE ONLY

DATE: 12-19-19

TO: SCHOOL BUSINESS OFFICE
FROM: Gloria Thompson

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Cafeteria/Rooms
Library Media Center / LCC

DATES REQUESTED: Jan. 21st, Feb 18th, March 17th, April 21st, May 19th 2020

FROM: 5 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Enlightening the mind Book club

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE:

Dec.18, 2019 _____

TO: SCHOOL BUSINESS OFFICE

FROM: Mary Ann Marold Education Liaison to Government Business and Community

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

NAME OF SCHOOL REQUESTED: __ Wallace Middle School

☒ Library/Media Center

☐ Gymnasium

☐ Swimming Pool

☐ Café/
Auditorium

DATES REQUESTED: ____

Wednesday February 5, 2020 _ (Snow Date Thursday Feb.6,, 2020)

FROM: _2:00p.m._____ TO: _3:30 p.m._____ /

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools will provide Module Training for the 5 School Governance Councils High Schools with Student members on "The Student Voice in School Governance Council". Middle School students from Wallace Middle School will also be invited to the Module for future participation. . Equipment needed is a podium, screen, laptop and projector prior to discussion. This will allow members of the forum to gain information and ask questions..

Mary Ann Marold
Education Liaison to
Government, Business and
Community
APPLICANT

Mary Ann Marold

Back

DEC 30 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12/27/19

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Berger

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

Library

DATES REQUESTED: 3/6/19

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Preschool Professional Development

Maureen Berger
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.

DEC 30 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12/27/19

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Rotella School

☒ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 3/6/2020

FROM: 8:00 am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Professional Development
* audio, computer hook up for auditorium
** 30 chairs, 6 tables, audio hook up
+ screen for gymnasium. - CRK

Maureen Bergin
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 EMAIL

Book

DEC 29 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12/27/19

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Sprague School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 2/12/20 and 2/19/20 (snowdate)

FROM: 5:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family Night For Preschool
Bristol Indian Rock

Maureen M. Bergin
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 PAL

DEC 30 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12/27/19

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Sprague School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 3/18/20

FROM: 5:00 am/pm 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Preschool Family Night
CT Science Museum

Maureen M. Bergin
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.

DEC 30 2019

SCHOOL PERSONNEL USE ONLY

DATE: 12/27/19

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Sprague School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 4/9/2020

FROM: 5:00 am/pm

TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Preschool Family Night

Maureen M. Bergin
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, January 2, 2020 (Rotella Magnet Sch.)
 BOARD MEETING: Thursday, January 16, 2020

TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

| <u>GROUP</u> | <u>FACILITIES AND DATES/TIMES</u> |
|--------------|-----------------------------------|
|--------------|-----------------------------------|

REQUESTING WAIVERS:

| | | |
|----------------------|--|------------|
| Wthy. Ballers | Maloney gym: Sundays 1/26 – 3/15 9:30am-3:00pm | |
| T. Lott | (basketball program) | (\$2,184.) |
| <hr/> | | |
| Neighborhood Housing | | |
| Services | Reed café: Sat., Feb. 15 th 12:00-4:00 pm | |
| K. Taylor | (Dr. Martin Luther King program) | |

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

MONIES COLLECTED TO DATE:

\$ 26,165.10

Approved:

Jason Van Stone

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

Wild About Dance
Triple Threat Dance
Chordsmen

DEC 20 2019

203-574-8032

CONTRACT# Sandy

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

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Rollers
ADDRESS 25 Girard Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code)
SCHOOL REQUESTED Maloney DATES 1/24-3/15 ROOM(S) Gym
OPENING TIME 9:30 CLOSING TIME 3:00 PURPOSE Basketball Program
Am
ADMISSION (if any) Am CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] DATE 11/19/18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$2,184)
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. 597-3482

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

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

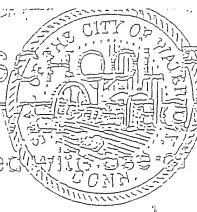
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: Waterbury Ballers

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Maloney

DATE(S): Sundays 1/26 - 3/15/20 TIMES: 9³⁰ AM - 3 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

12-19-19
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

| | | |
|---------------------|------------------|------------------|
| \$ _____ | \$ <u>2,184.</u> | \$ _____ |
| Building Usage Fees | Custodial Fees | Security Deposit |

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

CONTRACT# DEC 11 2019

APPLICANT Neighborhood Housing Services of Waterbury NAME OF ORGANIZATION NAACP Waterbury Youth

ADDRESS 193 Grand St., 3rd fl. Waterbury CT 06702 TELEPHONE # 203.753.1896
(street) (city) (state) (zip code)

SCHOOL REQUESTED Jonathan Reed DATES Feb. 15th ROOM(S) Cafetorium

OPENING TIME 12:00 CLOSING TIME 4:00 pm PURPOSE Dr. Martin Luther Jr. program

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 35 CHILDREN 45

SIGNATURE OF APPLICANT [Signature] DATE 12/10/19

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

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/Hr plus 1 HR SERVICE PER HOUR. (#210)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY OK

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: Neighborhood Housing Services of Waterbury, Inc.

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Jonathan Reed/Cafetorium

DATE(S): Feb. 15th

TIMES: 12-4 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

12/10/2020

Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

210.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

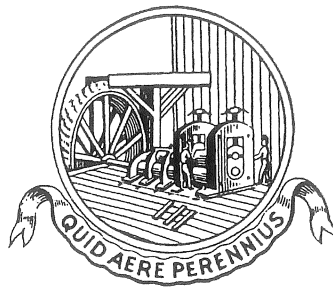
ATTEST _____

Clerk, Board of Education

Communications



Packet week ending 12/31/19



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 9, 2019

Michael Crowther
15 River Trail
Southbury, CT 06488

Dear Mr. Crowther:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Carrington Elementary School (Req. #2020319) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 12, 2019 at 9:15 a.m. at the Silas Bronson Library, 267 Grand Street 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 December 13, 2019 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

December 13, 2019

Volume 19 – Issue #13

Report Indicates Under Identification of Gifted Students: Students who are gifted may be dramatically undercounted in US schools, according to a report from Purdue University's Gifted Education Research and Resource Institute. The report shows there may be an additional 3.6 million students unidentified as gifted. The report also highlights continuing racial inequity among the country's 3.3 million students who are labeled as gifted. The report was released in November at the annual convention of the National Association for Gifted children (NAGC).

Four of 10 children attended public schools where not a single student was identified as gifted, even though most states legally require schools to find and serve gifted children and provide money to do so. There's "untapped potential around the country," the report's co-author Gilman Whiting of Vanderbilt University said.

The report comes at a time when New York City and Seattle are considering proposals to eliminate gifted education altogether due to racial discrimination and inequality in gifted programs.

Research has shown for many years that Asian, white and higher-income students are disproportionately likely to be classified as gifted. The report paints a dismal picture of ongoing inequality in gifted education despite efforts to find more gifted children of color and gifted children from low-income families.

After analyzing public school civil rights data from the federal Education Department for the 2015-16 school year, the most recent available, researchers were startled to find very few bright spots. On average, in the six of 10 schools that have identified gifted children, 10 percent of students were classified as gifted. However, there was a wealth gap: Low-income schools identified 8 percent of their students as gifted, compared to 13 percent of students at wealthier schools, according to the report. It is estimated that two thirds to three-quarters of gifted African American students are overlooked.

Gifted students typically get to jump ahead in lessons, take more challenging classes or participate in enrichment activities, such as engineering or drama. As with special education students, gifted children may attend separate programs, or they may receive services in an ordinary classroom. Some bright students who don't get extra resources do fine on their own but lose the opportunity to, say, take college math in high school, experts at the conference said. However, some get bored, disengage, underperform and even drop out, or are simply never noticed or encouraged.

The report indicates that a majority of states required schools to find gifted children at the time the data was collected. Most based their definition of giftedness on federal guidelines: “Students, children, or youth who give evidence of high achievement capability in areas such as intellectual, creative, artistic, or leadership capacity, or in specific academic fields, and who need services and activities not ordinarily provided by the school in order to fully develop those capabilities.”

However, the report indicated that a child considered gifted at one school might not make the cut in another state or even in a nearby district. State rules and oversight for identifying gifted students vary widely, and the report stated that “education departments generally don’t do a good job of communicating the parameters.”

The report indicated that some states have vast racial disparities. In Virginia, black students make up one-quarter of public school students, but 11 percent of gifted students. Idaho, Montana, New Hampshire and Wyoming each identified fewer than 35 black children, statewide, as gifted. South Dakota has no state mandate to find or specially educate gifted students. The number of identified gifted students of color there is vanishingly small: Just 31 of the state’s almost 4,000 African American students and 56 of its 15,000 Native students were labeled as gifted. Alaska found only 241 of its almost 31,000 Native students to be gifted. The research team is currently calculating gifted identification among English language learners.

The NAGC conference had an intense focus on remedying inequality in gifted education. “There is no question that there is a systemic bias within our system,” the association board president Jonathan Plucker said at the opening session, which was titled, “Giftedness Knows No Boundaries.” Dozens of sessions focused on “equity” or “cultural competency” or “underserved populations.”

Source: “Up to 3.6 million students should be labeled gifted, but aren’t,” by Danielle Dreilinger, The Hechinger Report, November 26, 2019.

Policy Implications: In Connecticut, the definition of “children requiring special education” includes not only children with disabilities, but also students who are gifted or talented. This includes children who have “extraordinary learning ability or outstanding talent in the creative arts. The development of which requires programs of services beyond the level of those ordinarily provided in regular school programs but which may be provided through special education as part of the public school program.” (C.G.S. 10-76a(5))

Connecticut regulations require the identification of gifted and talented students in grades kindergarten through grade 12.

Moreover, §7 of recently passed P.A. 19-184 requires local or regional boards of education to electronically notify parents or guardians if their child has been identified as gifted and talented.

The notice must include, at a minimum, the following information:

1. an explanation of how the student was identified and
2. the contact information for (a) any Connecticut associations that provide support to gifted and talented students; (b) the SDE employee designated to provide information and assistance to families and school districts about gifted and talented students; and (c) the school district employee in charge of providing services to gifted and talented students, or, if there is no such employee, the school district employee in charge of special education and related services.

Policy #6172.1, “Gifted and Talented Students Program” has been revised and is available for your consideration. This is considered an optional policy for inclusion in the district’s policy manual.

Trauma-Informed Schooling: In a recent article in *Education Week*, Jim Hickman (Center for Youth Wellness) and Kathy Higgins (Alliance for a Healthier Generation) stated that a lot of students’ restlessness and acting-out behavior in classrooms stems from highly disturbing experiences at home. These experiences include, but are not limited to, abuse, neglect, abandonment, divorce, witnessing violence, and parental addiction. The article’s authors indicate that students with toxic stress have abnormal levels of certain hormones, which changes brain architecture and makes it more difficult to “do school.” Toxic stress can also lead to asthma and diabetes and, later in life, heart disease and cancer.

“But the science also tells us that two things are clear,” say Hickman and Higgins: “Early intervention improves outcomes, and safe, stable, nurturing relationships can be healing for children. With nearly 35 million children across the country at risk for toxic stress, what if the person giving the biggest daily dose of healing treatment for toxic stress isn’t a doctor or a therapist, but a teacher?”

The authors believe that children’s brains are highly malleable and certain low and no-cost school conditions can “rewire” students’ brains for better human connections and feelings of trust and security. (Of course in some situations, traumatic events at home require immediate intervention.)

The following recommendations are provided:

- *Sensitize all adults in the school.* “Trauma-informed teaching is less about following a checklist than adopting a new way of doing business as a school,” say Hickman and Higgins. Shared values include safety, trust, collaboration, choice, empowerment, and equity.
- *Nurture long-term, secure relationships with students.* These support academic, cognitive, social-emotional, and physical development and help overcome trauma.
- *Emphasize belonging and safety.* Something as simple as greeting students at the door every day helps develop these feelings.
- *Carve out one-on-one time.* A few moments of private time with a teacher or counselor communicates caring and soothes students.
- *Create “safe” corners in classrooms.* There kids can take a break and regroup, which is especially important for those who are frequently triggered to a fight-or-flight reaction.
- *Be predictable.* This means sticking to the daily schedule – and also adults’ smiles and calm and consistent vocal rhythms.
- *Attend to nutrition and movement.* “Study after study shows that healthy students perform better on tests, attend school more often, and behave better in class,” say Hickman and Higgins. Schools can make a big contribution by providing healthy food and regular recess and physical education classes.

- *Prompt empathetic verbal interactions.* Signs on classroom walls can encourage “talk moves” like *What do you think?* and *I heard you say X – can you explain that?*
- *Encourage curiosity.* Getting students to use stems like *I wonder...* and *I notice...* helps engage them with others and reveals gaps in their knowledge and relationships.
- *Teach and model social-emotional skills.* Most SEL programs include ways that students can name emotions, calm themselves, work out conflicts, and practice mindfulness.

Source: “10 Simple Steps for Reducing Toxic Stress in the Classroom” by Jim Hickman and Kathy Higgins, *Education Week*, November 27, 2019, as summarized in *Marshall Memo* 814, December 2, 2019.

Policy Implications: This topic will be more fully discussed in the next edition of the *Policy Update Service* quarterly publication scheduled for release on January 17, 2020.

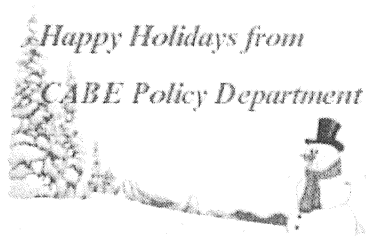
Clearly trauma impacts learning and relationships. Schools must become trauma-sensitive in the implementation of policies to help children feel safe in order for them to learn. The manner of implementation of existing policies, for example on safe school climate, student discipline, harassment, bullying and health can contribute to the creation of the total safe school climate, enabling students to succeed in the school environment. A holistic approach to this issue must be taken. Many policies focus on relationships. These include safe school climate plans, bullying, discipline, restorative practices, harassment, child abuse, counseling and health, to name a few.

In addition, a new policy, policy #6142.103, “Trauma Informed Schools,” has been developed and will be available after January 17, 2020 for your consideration. This is considered an optional policy for placement in the district’s manual.

At the close of another year, we gratefully pause to wish you a happy Holiday Season. Celebrate the warmth, beauty, memories, and the joy of the season. Thank you for your friendship, good will, loyalty and for all you do to support education throughout the year. The good will of those we serve remains the foundation of our success. May the happiness and good cheer of the Holiday Season be yours throughout the New Year.

Sincerely,

The CAFE Policy Department: Pam, Terry, Len and Vin





236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 16, 2019

Thomas McGrath
426 Park St.
Bristol, CT 06010

Dear Mr. McGrath:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Maloney Elementary School (Req. #2020142) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 26, 2019 at 9:15 a.m. at the Silas Bronson Library Auditorium, 267 Grand Street 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 December 19, 2019 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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.

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

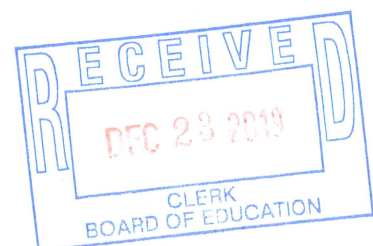
Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector





Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

December 27, 2019

Volume 19 – Issue #14

A Look Back at the Last Decade in Education: In a recent article in Education Week, author Madeline Will summarizes the last ten years in education, as the current decade closes. The past decade witnessed several shifts in education, including increased pressure on teachers, a spike in school violence and enhanced accountability. The decade also saw most states raise academic standards.

She stated that “Teachers are left reeling from massive shifts in policy and practice that have affected their everyday work over the past decade, yet many say they're still cautiously optimistic about the direction the profession is heading.”

Looking broadly at the past ten years shows that the policy pendulum has swung back and forth. Teachers say they feel as if their jobs have gotten harder, as they grapple with both constantly changing education reforms, including those that affect their pay and job security, and with societal problems that have made their way into the classroom.

"There's an increasing amount of responsibility and accountability," said Freeda Pirillis, an experienced teacher and currently the coordinator for an International Baccalaureate program in Chicago. "It's almost become so burdensome and distracting to doing the job that's important."

Most states toughened the evaluation process for teachers based on federal incentives. Some of those teacher-evaluation reforms were then changed. The Common Core Standards were released in 2010; the adoption of which has led to new textbooks and new teaching methods. Several states and districts implemented pay-for-performance policies, which have since largely fallen out of favor.

Social pressures have also influenced the daily work of teachers: A dramatic increase has been seen in teen suicide rates. Social media and new technology have provided new tools for teachers to transform learning, but that's also led to an increase in cyberbullying and more competition for students' attention. The opioid epidemic has ravaged school communities.

The two deadliest school shootings, Sandy Hook Elementary School in Newtown, Connecticut and Marjory Stoneman Douglas High School in Parkland, Florida occurred in this decade. This led to intense debates and new requirements for districts on how to make schools safer. Active-shooter drills have become common in schools. Some states have passed controversial laws that allow teachers to carry guns in school. Author Will also states, “Perhaps as a consequence of some of these policy shifts, even getting teachers into classrooms is tough. Fewer people are

enrolling in colleges of education, and states have reported persistent shortages, including in perennial areas such as special education. There's been more of an emphasis on recruiting minority teachers into a predominately white profession, but the growth has been slow."

However, it is reported that teacher voice has increasingly become a priority. School districts have formalized more teacher-leadership roles, giving teachers an opportunity to be more involved in decision making. Teachers have also taken leadership into their own hands, leading strikes and protests across the country, and running for public office.

"A teacher's job has always been complex," said Sarah Brown Wessling, the 2010 National Teacher of the Year. "But I think that sometimes, there are opposing forces that teachers are trying to manage: trauma and mental health and caring for our students at the same time we are also being asked to dig into wide-ranging assessments and the way those assessments affect [our] evaluations."

Many teachers point to the increased focus on accountability, and the use of standardized test scores to get to that goal, as the biggest shift of the decade, and one that fundamentally changed how they do their jobs.

"I think the change came for teaching when we made the success of the students the teachers' responsibility instead of helping the students simply succeed," said Frances Spielhagen, a professor of education at Mount Saint Mary College in Newburgh, N.Y. "Once you make a person's livelihood dependent on the success of someone she's trying to help succeed, it changes the focus of what you're trying to do."

According to data from the National Council on Teacher Quality, only 15 states required student-growth data in teacher evaluations in 2009. By 2015, there were 43 states that required student-growth measures in their evaluation systems. However, after that year, the federal financial incentives ended, and the new federal education law, the Every Student Succeeds Act (ESSA), removed the power to determine how states grade their teachers from the U.S. Secretary of Education. States also faced implementation challenges and political backlash regarding the use of test scores in evaluations.

The 2015 "Every Student Succeeds Act," the main federal education law, set U.S. public schools on a new course of accountability. ESSA changed the way teachers are evaluated and how the poorest performing schools are pushed to improve.

Also this decade, states adopted more demanding academic standards. Will states, "Teachers say they feel like teaching has become more prescriptive, and there's less room for creativity. Some say the intense focus on standardized test scores and student data has made it harder to build relationships in the classroom. Teachers say they haven't felt a substantive shift away from the emphasis on accountability and testing."

"Some polls indicate that the public perception of the teaching profession has taken a hit as well. In 2009, 70 percent of Americans said they would like to have their child become a public school teacher. By 2018, just 46 percent said they wanted their child to go into teaching, citing inadequate pay and benefits, student behavior and a lack of discipline, and a perception that teaching is a thankless job."

"This is a real shot across the bow in this country around the teaching profession," said Joshua Starr, the chief executive officer of PDK International, which conducts the annual poll on Americans' attitudes toward education. "It's not seen as an attractive profession." The latest PDK poll found half of teachers said they've seriously considered leaving the profession because they for don't feel valued and believe they are unfairly paid. The last few years have seen teacher strikes higher wages and more school funding in several states and cities.

Further, as teachers have spoken up about their working conditions, they have been viewed with more sympathy by the media and general public, rather than being seen as the reason why kids aren't succeeding.

The last ten years has seen a decline in enrollment in teacher-preparation programs by one-third, according to federal data. "We are at this major inflection point in America with the teaching profession, and the ability to attract, retain, support, and develop educators is something that's going to require a sea change amongst policymakers and leaders," Starr said.

However, there is room for optimism about the profession. Over the past decade, there's been more of a national conversation about the importance of hiring teachers of color and the need to put equity at the center of education conversations, said José Vilson, a middle school math teacher in New York City and the founder of EduColor, which is a collective of educators who advocate for racial and social justice in education.

"We've moved away from a very narrow vision of what education ought to be to actually being very thoughtful and imaginative of what the school experience can be for so many of our kids," he said. There is also more of an emphasis on career ladders and leadership roles for teachers.

Source: "A Decade of Change for Teachers," by Madeline Will, *Education Week*, December 11, 2019.

Policy Implications: The last decade, which has been very challenging, has resulted in the need to develop many new policies and/or revise existing policies based upon the changes in federal and state law and regulations. Technology and societal issues have also impacted education significantly causing the need for new policy language. It has been challenging to keep current with the changing policy scene.

The CABE Policy Service is prepared to continue to assist our districts meet their policy needs as we enter both a new year and a new decade. Wishing all a successful New Year!

Pol. Highlights 12-27-19