



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: June 5, 2019

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, June 6, 2019, 5:30 p.m.,
West Side Middle School
Notice of Regular Meeting – Thursday, June 20, 2019
6:30 p.m., Waterbury Arts Magnet School Atrium

The Committees of the Board of Education will meet on Thursday, June 6, 2019, 5:30 p.m., West Side Middle School, Media Center, 483 Chase Parkway, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

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

PUBLIC SPEAKING

- 2. Committee on Finance/3 minutes ~ Connecticut State Department of Education ED-099 Agreement for Child Nutrition Programs Authorized Signatures Change Form – L. Franzese.
- 3. Committee on Finance/2 minutes: Request approval to participate in the Healthy Food Certification Program per CGS 10-215f – L. Franzese.
- 4. Committee on Finance/2 minutes: Request approval of the beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q – L. Franzese.
- 5. Committee on Finance/2 minutes: Request approval of the food exemption statement for the Healthy Food Certification relative to CGS 10-221q – L. Franzese.
- 6. Committee on Finance/5 minutes: Request approval of a contract with All Trade Industries, LLC for installation of a walk-in freezer, cooler and gas generator – L. Franzese.
- 7. Committee on Finance 3 minutes: Request approval of Amendment Two to the Agreement with PTSMA, Inc. d/b/a Select Physical Therapy, to provide athletic trainer services for interscholastic sports – J. Gorman.
- 8. Committee on Finance/5 minutes: ~ Request approval of a College Readiness and Success Contract with College Board for exams, products, and services.
- 9. Committee of the Whole/15 minutes ~ School Safety Report (no backup)– W. Clark, J. Herman.

10. Committee of the Whole ~ Informational: Summer School 2019 Schedule.
11. Committee on Finance ~ FYI – April 2019 Monthly Expenditure Report.
12. Committee on Finance/5 minutes: Request approval of agreements with the following for out-of-district placements for students: M. Baldwin
 - a) Adelbrook, Inc.
 - b) Boys and Girls Village, Inc.
 - c) Capitol Region Education Council
 - d) Connecticut Holdings, LLC d/b/a Solterra Academy
 - e) Connecticut Junior Republic Association
 - f) Hope Academy of Milford, Inc.
 - g) University of Saint Joseph
 - h) The Children’s Center of Hamden, Inc.
 - i) Wheeler Clinic, Inc.
13. Committee on Finance/5 minutes: Request approval of Amendment #1 to the agreements with the following for special education services for students: M. Baldwin
 - a) Connecticut Regional Education Council
 - b) Saint Vincent’s Special Needs Center, Inc.
 - c) Specialized Education of Connecticut, Inc. d/b/a High Road School
14. Committee on Finance/3 minutes: Request approval of a Student Intern Affiliation Agreement with the University of Connecticut School of Social Work for social work student internships – M. Baldwin.
15. Committee on Finance/3 minutes: Request approval of an Agreement with CW Resources, Inc. to provide transition services to students with disabilities – M. Baldwin.
16. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with EBS Healthcare, Inc. to provide Registered Behavior Technician Services – M. Baldwin.
17. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with Connecticut Behavioral Health, LLC to provide Registered Behavior Technician Services – M. Baldwin.
18. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with EBS Healthcare, Inc. to provide Board Certified Behavioral Analyst Services – M. Baldwin.
19. Committee on Finance/3 minutes: Request approval of a Professional Services Agreement with Robert Davis d/b/a Summit Support Services. to provide Board Certified Behavioral Analyst Services – M. Baldwin.
20. Committee of the Whole/15 minutes ~ Discussion: Strategic Plan – Dr. Ruffin.
21. Committee of the Whole/5 minutes ~ Board of Education appointee to the Greater Waterbury Cable Council (no backup) – Dr. Ruffin.
22. Committee on Building & School Facilities/2 minutes ~ Request approval to file a grant application for the proposed Bunker Hill School Elevator Project (no backup) – W. Clark.
23. Committee on Building & School Facilities/2 minutes ~ Request approval of the preparation of schematic drawings and outline specifications for the proposed Bunker Hill School Elevator Project(no backup) – W. Clark.
24. Committee on Building & School Facilities/2 minutes ~ Request approval of the formation of a Building Committee for the proposed Bunker Hill School Elevator Project (no backup)– W. Clark.
25. Committee on Building & School Facilities/2 minutes ~ Request approval to file a grant application for the proposed Washington School Elevator Project (no backup)– W. Clark.

26. Committee on Building & School Facilities/2 minutes ~ Request approval of the preparation of schematic drawings and outline specifications for the proposed Washington School Elevator Project(no backup) – W. Clark.
27. Committee on Building & School Facilities/2 minutes ~ Request approval of the formation of a Building Committee for the proposed Washington School Elevator Project (no backup)– W. Clark.
28. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
29. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.

30. **SUPERINTENDENT’S UPDATE TO THE BOARD**

31. Superintendent’s Notification to the Board/5 minutes:

a. Athletic appointments:

Atkinson, Damon – WHS Assistant Football Coach, effective 8/13/19.
 Imperato, Christian – WHS JV Baseball Coach, effective 05/16/19.
 Likorama, Robert – KHS Head Boys Soccer Coach, effective 08/29/19.
 McKenna, Hollis – WMS Volleyball Coach, effective 9/1/19.
 Ouellette, Heidi – WHS Assistant Girls Basketball Coach, effective 11/1/19.
 Ouellette, Heidi – WHS Assistant Volleyball Coach, effective 8/1/19.
 Perusse, Joseph – WHS Assistant Track Coach, effective 04/26/19.
 Soeprasteyo, Preston – WHS Assistant Football Coach, effective 8/13/19
 Stroud, Lori – WHS Associate Unified Sports Coach, effective 8/26/19
 Wilson, Darryl – CHS Assistant Baseball Coach, effective 03/28/19.

b. Summer School Administrative Appointments:

SOAR Coordinator	Michael Theriault
Carrington School	Lisa Romano
Duggan School	Melissa DiGiovanni
Gilmartin School	Jennifer Rosser
Reed School	Diurca Tomasella
Maloney School	Donna Cullen
Rotella School	Robin Henry
ESY Coordinator	Kathleen Ferrucci
NEMS/Wilby ESY	Jamie Miller
Wallace/Crosby ESY	Sean Blaney
Bucks Hill Annex ESY	Shannon DosSantos
High School Coordinator	Raymond Irrera

c. WAMS Summer Encore Program appointments, June 17 - June 28, salary according to contract, contingent upon enrollment:

Holly Gillis, Program Coordinator	Justin Amenta
Michele LeBlanc	Scott Schulte
Marianna Vagnini	Charles Machokas
Heather Maxen	Daniel Ferreira

d. Rotella Magnet School’s Summer Program 2019 appointments, salary according to contract, contingent upon enrollment:

Administrator: Robin Henry	Grants Facilitator/Clerical: Jean Zastaury
A/V Tech: Bryan Michaud	Network Specialist: Michael Thompson
TEACHERS – ENRICHMENT:	TEACHERS – ACADEMICS:
Suzanne Dionne	Julia Matthews
Brenda Ledbetter	Mary Monroe
Erica Pawson	Monica Santovasi
Joseph Silva	Veronica Summerfield
Melissa Vargas	

AIDES/PARAS:

Lisa Alexander
Debra Begin
Ersilia Cicchiello
Jennifer DeJesus
Victoria Lanouette

Melissa Lloret
Lauren Lombardi
Kathleen Sugrue
Martha Thomas

SUBS (as needed):

Lauren Argenta
Ellen Lee

Carla Cruess

- e. Kennedy High School Summer Bridge program appointments, salary according to individual contract:
Craig Poulter – Guidance
Kara Sullivan – English
Kimberly Rothen – Math
- f. Extended School Year (ESY) appointments salary according to contract, contingent upon enrollment:
- g. Food Service Summer appointments:

<u>Name</u>	<u>Last Name</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Lisa	Emanuel	Site Supervisor	Boys/Girls Club	\$10.10
Brenda	Wood	Site Supervisor	Carrington	\$10.10
Krista	Baptista	Site Supervisor	Carrington	\$10.10
Agnes	Colon	Site Supervisor	Chase Park House	\$10.10
Kim	Plude	Site supervisor	Chase Park House	\$10.10
Ciara	Pedraza	Site Supervisor	Crosby/Wallace	\$10.10
Johana	Sell	Site Supervisor	Crosby/Wallace	\$10.10
Elizabeth	Guisto	Site Supervisor	Duggan	\$10.10
Terri	Brooks	Site Supervisor	Duggan	\$10.10
Paula	Mucci	Site supervisor	Gilmartin	\$10.10
Bernadette	Donnelly	Site Supervisor	Gilmartin	\$10.10
Lakisha	Beary	Site Supervisor	Kennedy	\$10.10
Linda	Generali	Site Supervisor	Lighthouse Daycare	\$10.10
Rose	Sarandrea	Site Supervisor	Maloney	\$10.10
Seritha	Anglin	Site Supervisor	North End Rec	\$10.10
Pam	Wawer	Site Supervisor	Reed	\$10.10
Hayat	Abouanni	Site Supervisor	Reed	\$10.10
Julia	Rojas	Site Supervisor	River Baldwin	\$10.10
Elaine	Greco	Site Supervisor	Rivera Memorial	\$10.10
Cheryl	Laviana	Site Supervisor	Rotella	\$10.10
Bridgitte	Nido	Site Supervisor	Washington Park	\$10.10
Franchesca	Rivera	Site Supervisor	Washington Park	\$10.10
Barbara	Kazlauskas	Site Supervisor	Waterville Rec	\$10.10
Beddie	Daniels	Site Supervisor	West Side M.S.	\$10.10
Lori	Accetura	Site Supervisor	WCA	\$10.10
Samarys	Tiru	Site Supervisor	WCA	\$10.10
Anele	Genova	Site Supervisor	Wilby/NEMS	\$10.10
Fortuna	Chiaravalloti	Site Supervisor	Wilby/NEMS	\$10.10
Maria	Rivera	Site Supervisor	Willow Plaza	\$10.10
Sherl	Knight	Site Supervisor	WOW	\$10.10
Anne	Begnal	Office	WAMS	\$10.10
Maria	Rego	Monitor	WAMS	\$14.50
Michelle	April	Monitor	WAMS	\$14.50
Lynn	Chance	Monitor	WAMS	\$14.50
Robin	Salvetti	Monitor	WAMS	\$14.50
Amy	Daugerdas	Prep	WAMS	\$12.50
Patricia	Lowe	Prep	WAMS	\$12.50
Lina	Matozzo	Prep	WAMS	\$12.50
Alice	Pinto	Prep	WAMS	\$12.50
Robin	Capozio	Prep	WAMS	\$12.50
Donna	Ward	Prep	WAMS	\$12.50
Pama	Goggin	Prep	WAMS	\$12.50

Candido	Carrelo	Driver		\$20.73
Ryan	Casey	Driver		\$20.73
Elvis	Silva	Driver		\$20.73
David	Semanoff	Driver		\$24.25
James	Mennillo	Driver		\$20.73
Richard	Lewis	Driver		\$20.73
Miguel	LaViera	Driver		\$20.73
Stephen	Fillie	Driver		\$20.73
Debbie	Finke	Coordinator	WAMS	\$30.00
Isabel	DeSousa	Coordinator	WAMS	\$30.00

h. Adult Education summer appointments effective July 8, 2019, contingent upon enrollment:

NAME		POSITION	HRS/RATE
ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):			
Harper	Julia	Substitute	@ \$33.00 p/hr
Langeull	Margaret	Art Instructor	21 hrs pwk @ \$33.00 p/hr
Linskey	Tara	Health Instructor	21 hrs p/wk @ \$33.00 p/hr
McDonald	Brian	Substitute	@ \$33.00 p/hr
Mobilio	James	Social Studies Instructor	21 hrs p/wk @ \$33.00 p/hr
Moreau	Margaret	Math Instructor	21 hrs p/wk @ 33.00 p/hr
Mottillo	Carissa	English Instructor	21 hrs p/wk @ \$33.00 p/hr
Muro	Nancy	Parenting Instructor	21 hrs p/wk @ \$33.00 p/hr
Person	Jocelyn	Science Instructor	21 hrs p/wk @ \$33.00 p/hr
Riemer	Wayne	English Instructor	21 hrs p/wk @ \$33.00 p/hr
AHSCDP DISTANCE LEARNING:			
Harper	James	Short Stories	10 hrs p/wk @ \$33.00 p/hr
Harper	Julia	Human Biology	10 hrs p/wk @ \$33.00 p/hr
Veneziano	Ellen	General Math IB	10 hrs p/wk @ \$33.00 p/hr
ADULT BASIC EDUCATION (ABE)/ GENERAL EDUCATION DEVELOPMENT (GED):			
Baranowski	Judith	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Chasse	Jenny	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
Monroe	James	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
Scurssso	Lori	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
GUIDANCE STAFF:			
Aucella	Laurence	ESL School Counselor	21 hrs p/wk @ \$33.00 p/hr
Jordan	Ellen	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Maschi	Suzette	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Wasilewski	Diane	Guidance Secretary	21 hrs p/wk @ \$14.00 p/hr
ENGLISH AS A SECOND LANGUAGE (ESL):			
Chesnas	Stanley	Acting Facilitator	30 hrs p/wk @ \$33.00 p/hr
Martinez	Mildred	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Mottillo	Lisa	Substitute	@ \$33.00 p/hr
Salgado	Roberto	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Soto	Denise	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Xhafi	Ermonela	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Connecticut Adult Reporting System (CARS):			
Monaco	Roxanne	Administrator	12 hrs p/wk @ \$35.77 p/hr
TECHNOLOGY:			
Blancato	Alfred	Computer Analyst	21 hrs p/wk @ \$24.00 p/hr
Santoro	Joseph	Computer Analyst	35 hrs p/wk @ \$24.00 p/hr
EDUCATIONAL AIDES:			
Gonillo	Salvatore	Resource Room/Testing	21 hrs p/wk @ \$21.50 p/hr
Nonamaker	Kim	ABE	21 hrs p/wk @ \$21.50 p/hr
Pelletier	Laurie	Bookroom Aide	21 hrs p/wk @ \$12.00 p/hr
Stanco	Michael	Resource Room/Registration	21 hrs p/wk @ \$21.50 p/hr
GED EXAMINATION:			
Bacik	Madeleine	CBT Test Administrator	As needed @ \$25.53 p/hr
Felton	Tanya	CBT Test Administrator	As needed @ \$16.39 p/hr
Gonillo	Salvatore	CBT Test Administrator	As needed @ \$21.50 p/hr

Rinaldi lasevoli	Nancy Luigi	CBT Test Administrator Saturday Security	As needed @ \$14.79 p/hr As needed @ \$20.00 p/hr
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SECURITY:

DeBonis lasevoli	Michael C Luigi	Security/Aide Security	30 hrs p/wk @ \$21.50 p/hr 30 hrs p/wk @ \$20.00 p/hr
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CUSTODIAL/AIDES:

Evon	Randy	Security/Custodial Aide	35 hrs p/wk @ \$13.00 p/hr
Iaiennaro	Michael	Security/Custodial Aide	30 hrs p/wk @ \$11.00 p/hr
lasevoli	Peter	Head Custodian	35 hrs p/wk @ \$16.50 p/hr
SantaBarbara, Sr.	Louis	Security/Custodial Aide	35 hrs p/wk @ \$11.00 p/hr
Zabbara	Ian	Security/Custodial Aide	25 hrs p/wk @ \$11.00 p/hr

i. Teacher transfers effective 2019/20 school year:

Bramble, Nicole – from Hopeville Bil. Grade 4 to Bucks Hill Bil. Grade 3.
Trumbley, Lori-Ann – from WSMS Math to Elementary STEM Coach.
Waters, Marissa – from Reed grade 3 to Elementary STEM Coach.

j. Involuntary teacher transfers effective 2019/20 school year:

<u>Name</u>		<u>From</u>	<u>To</u>
Magurne	Amanda	Carrington/Tinker Psych.	KHS / WSMS Psychologist
Baranowski	Judith	Chase Psychologist	Chase/Maloney Psych.
Diaz	Natalie	Walsh/Washington Psychologist	Walsh/Washington/Chase Collegiate (Child Find) Psychologist
Marino	Carol	Gilmartin Psychologist	Duggan/Wendell Psych.
Perton	Anne	Kingsbury/WCA Psychologist	Kingsbury/Regan/Sprague /Brass City Psych.
Lowe	Karen	Generali Psychologist	Generali/OLMC/HCHS Psychologist
Crimi	Tara	Enlightenment/Sprague Psychologist	Enlightenment/Gilmartin/Rotella Psychologist
Labrecque	James	Rotella/Maloney Psych.	CHS/Wallace Psychologist
Schuck	Mark	Bunker Hill Psychologist	Carrington/Bunker/Catholic Academy Psychologist
Wright	Stephanie	Wilson / Brass City/OLMC Psychologist	Wilson/WCA Psychologist
Fabrizio	Michael	WAMS/SHHS/CCS Psychologist	WAMS/SHHS/SSPP Psychologist
Evans	Blythe	Tinker Social Worker	State Street Social Worker
Lopez	Xylia	Bunker Hill Social Worker	State Street/Enlightenment Social Worker
Sanchez	Alina	Hopeville Social Worker	Hopeville (3) / OEC Split (2) Social Worker
Lawlor	Ryan	Enlightenment Social Worker	Bunker Hill Social Worker
Balanda	Heather	Regan/Wendell Social Worker	CHS/Wallace Split Social Worker
Erris	Talia	Brass City / Float Social Worker	Tinker Social Worker
Bulls	Tanya	Gilmartin Social Worker	Gilmartin (3) /Generali (2) Split Social Worker
Kobelski	Melissa	Reed Social Worker	Reed (30)/Wilby (2) Social Worker
Sileo	Renee	Carrington Social Worker	Carrington (3) / Bunker Hill (1)/Wilson (1) Social Worker
Longo	Stephanie	Walsh Social Worker	Walsh (3) / Wendell Split (2) Social Worker
Miranda	Stephanie	Kingsbury Social Worker	Kingsbury (4) / Brass City (1) Split Social Worker
Morales	Elizabeth	Duggan Social Worker	Duggan (3) / WSMS (1) / KHS (1) Social Worker
Brayton	Katie	Sprague Social Worker	Sprague / Regan Split

			Social Worker
Barbieri	Angela	Rotella Social Worker	Rotella / Maloney Split Social Worker
Burns	Amy	Wallace Special Ed ABA	CHS Special Ed Resource/CT
Henebry	Colleen	Crosby Special Ed ABA	CHS Special Ed Resource/CT
Colangelo	Tina	Bunker Hill Special Ed BDLC	CHS Special Ed BDLC
Cruz	Griselle	Bucks Hill Special Ed Bil.	Chase Bilingual Special Ed
Bouchard-McCulloch	Nancy	Carrington Special Ed Essential Skills	Bucks Hill Annex Pre K Special Ed
Horn	Gladynell	WSMS Special Ed BDLC	Bunker Hill Spec. Ed BDLC
Saucier	Anne Marie	Duggan Special Ed SCOPE	Gilmartin Spec. Ed SCOPE
Bailonis	Jodie	Bucks Hill Pre-K Reg. Ed	Rotella Pre-K Reg. Ed
Obst	Karen	Bucks Hill Pre-K Reg. Ed	Driggs Pre-K Reg. Ed
Nowacki	Jennie	Wallace PE/Health	WSMS PE/Health
Donahue	Jamie	WSMS PE/Health	Wallace PE/Health
Ryan	Diane	ESL Tinker (Interim)	ESL Tinker (Permanent)
Bizati	Liridona	Sprague Gr 1	Wilson Gr 3
Douglas	Lydia	Kennedy Art	WSMS Art
Edwards	Donna	Carrington Music	Bunker Hill Music
Gagne	Crystal	Driggs Special Ed	Bunker Hill Special Ed
Rogoff	Jamie	NEMS Special Ed	Wallace Special Ed
Valentin	Crystal	Generali Gr 2	Wilson Gr 3

k. Teacher new hires:

<u>Name</u>		<u>Position</u>		<u>Effective</u>
Figura	Emily	Walsh	Grade 4	04/25/19
Saunders	Keisha	Generali	Special Ed K - 2	05/20/19

l. Retirements:

Begnal, Joseph Jr. – NEMS House Principal, effective 07/30/19
Conway, Linda – Gilmartin Kindergarten, effective 09/01/19.
Haller, Cheryl – Tinker Grade 3, effective 06/30/19.
Henne-Nordby, Catherine – Driggs Social Worker, effective 06/30/19.
Surmanek, Charlotte – RMS Pre-K, effective 06/30/19.

m. Resignations:

Biolo, Brooke – NEMS Spanish, effective 06/14/19.
Gibbons, Melissa – WAMS Visual Arts, effective 06/14/19.
Jones, Lauren – Driggs Art, effective 06/14/19.
Lawlor, Ryan – Enlightenment Social Worker, effective 06/14/19.
Pritchard, Molly – Regan/Washington Library Media Specialist, eff. 06/14/19.
Smith, Leah – CHS FCS, effective 06/14/19.
Smith, Nina – WAMS Theatre, effective 05/09/19.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education

West Side Middle School Board of Education Presentation

JUNE 6, 2019

Mrs. Maria Burns, Principal

School Demographics

1086 Total Enrollment

733 67 % Regular Education students

221 20.3 % Special Education

133 12% Bilingual students

48 ESL students

59 students require special education and bilingual services

83.8% of students have good attendance

16.2 % of students are chronically absent

3.1% of students have Severe Chronic Absence

A CommPACT School

- A CommPACT school is a school reform model that originated from the University of Connecticut NEAG School of Education.
- CommPACT stands for community, parents, administrators, children and teachers.
- CommPACT is a shared commitment by school partners; all of which serve on a cadre working toward school improvement.

2018-2019 Highlights

- **Curriculum & Instruction Advancements:**

Reading/Language Arts - Studysync for all grade levels; a standards-based reading program with Blended Learning.

Math - I-ready tools and assessments – Skill and Standard-based.

Social Studies – Curriculum committee work to establish standards-based units of study and secure materials.

Science – Implementation of Next Generation Science Standards-based lessons; acquisition of science materials aligned with newly adopted curriculum.

2018-2019 Highlights

Community Day – October 2018

High School Options Night – November 2018, presented by school counselors

5th Grade Orientation Night – May 2019, sponsored by the West Side PTA

Winter and Spring Music Concerts

Spring Art Show

School Play June 2019



Programs and Activities

Concert Chorus

Concert Band

Guitar Ensemble

World Drumming Ensemble

Talented Art

Drama Club

21st Century After School Program & Girl Scouts

Robotics

Competitive Sports Teams & Unified Sports

Attendance

6/6/19 2:33 PM

Exclude Pre-K - Exclude Suspensions

	Severe Chronic Absence		Moderate Chronic Absence		All Chronic Absence (Severe + Moderate)		At Risk Attendance		Satisfactory Attendance		Total Enrollment
Grade Level	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	
6	8	2.1%	26	6.9%	34	9.0%	135	35.8%	208	55.2%	377
7	5	1.5%	38	11.2%	43	12.7%	94	27.7%	202	59.6%	339
8	12	3.3%	49	13.3%	61	16.5%	115	31.2%	193	52.3%	369
Summary	25	2.3%	113	10.4%	138	12.7%	344	31.7%	603	55.6%	1,085

	Severe Chronic Absence		Moderate Chronic Absence		All Chronic Absence (Severe + Moderate)		At Risk Attendance		Satisfactory Attendance		Total Enrollment
Grade Level	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent	
6	8	2.1%	39	10.3%	47	12.5%	136	36.1%	194	51.5%	377
7	8	2.4%	46	13.6%	54	15.9%	96	28.3%	189	55.8%	339
8	18	4.9%	57	15.4%	75	20.3%	116	31.4%	178	48.2%	369
Summary	34	3.1%	142	13.1%	176	16.2%	348	32.1%	561	51.7%	1,085

Discipline

West Side Middle School Discipline Comparison

	2018-2019		2017-2018		Difference	
	Regular	Special Ed	Regular	Special Ed	Regular	Special Ed
In-School Suspension	<u>355</u>	<u>215</u>	<u>395</u>	<u>265</u>	-10.13%	-18.87%
Out-of-School Suspension	<u>237</u>	<u>233</u>	<u>218</u>	<u>218</u>	8.72%	6.88%
After School/Before School Detention	<u>240</u>	<u>87</u>	<u>268</u>	<u>115</u>	-10.45%	-24.35%

WHY

Positive Behavior Intervention System/Restorative Practices/Referrals to Community Agencies

Support Team: Developmental Guidance, SRBI, PBIS, Individual Counseling Intervention, Social Work Services, Prevention Specialist, Truancy Specialist, Behavior Technician

Smarter Balanced Percent of Target Achieved

Grade 6 –

71 students met ELA growth target

85 students met Math growth target

Grade 7 –

49 students met ELA growth target

63 students met Math growth target

Grade 8 –

62 students met ELA growth target

73 students met Math growth target

Math

District Assessment Tasks (DATs)

DATs are rich, complex problems that take perseverance to solve. DATs are graded using a common four-point problem solving rubric. Students are expected to grow at least one category or maintain a “Practitioner” rating.

83% of West Side students met this goal.

Sample:

Vinny has been offered a job delivering pizzas by two different pizzerias. He only has two days to make a decision, and he asks you for advice on which job to take.

- Pizza Nut pays \$50 per 6 hour shift plus \$3.50 per pizza delivered.
- Papa Ron’s pays \$80 per 6 hour shift plus \$2.00 per pizza delivered.

If Vinny is going to deliver 10 to 30 pizzas per shift, which pizzeria will you advise Vinny to work for? Be sure to provide Vinny evidence to support your choice.

English/Language Arts

Studysync Unit Assessments

Grade 6 – Claim 1

Increase in scores from 42% to 61% mastery

Grade 7 – Claim 1

Increase in scores from 38% to 57 % mastery

Grade 8 – Claim 1

Increase in scores from 49% to 64% mastery

School Change/Turnaround

- School Improvement Plan
- Needs Assessment
- The importance of using data
- Programs/strategies supported by research
- Progress Monitoring
- Professional Development for all staff
- Shared ownership over the outcomes
- Reconfigure teams to meet students' needs

Spring Concert Band



Community Day Chorus Performance

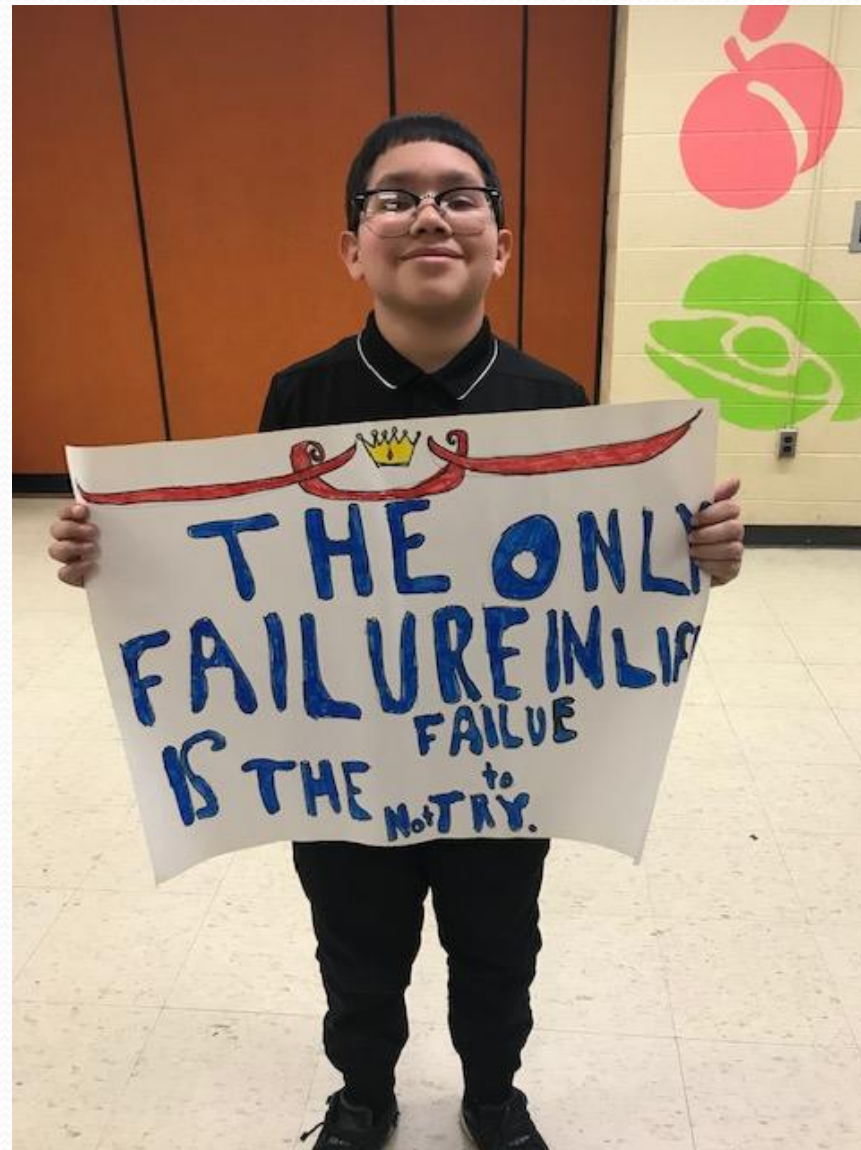


Excellent Parent and Community Participation



Spring Concert Guitar Ensemble







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

FOR STATE USE ONLY

Effective Date: _____

AGREEMENT NUMBERS:

School Programs _____

Child Day Care Centers _____

Adult Day Care Centers _____

Day Care Homes _____

Summer Food Service _____

Authorized Signatures Change Form

Read the *Instructions to Complete the Authorized Signatures Change Form* before completing the form. Return this form to the CSDE Child Nutrition Programs at the address above.

This is to certify that on _____, as shown in the minutes of
Date

Name of Corporation, Board of Education or Governing Body

the following action was taken to revise the Authorized Signers of the **ED-099 Agreement for Child Nutrition Programs**.

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

Signature

Dr. Ruffin

Printed Name

Title (Superintendent of Schools, Mayor, Selectman, President
or Chairperson of the Board, Pastor or Commissioner)

Date

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

Signature

Will Clark

Printed Name

Title (Assistant Superintendent, Business Official, Principal, Headmaster,
City or Town Manager, Executive Director or Deputy Commissioner)

Date

3. The signature below certifies the above action.

Signature

Title (Secretary of Corporation, Town
Clerk, Secretary of the Board)

This form is available at <https://portal.ct.gov/-/media/SDE/Nutrition/NSLP/Forms/SignatureChange.pdf>. The instructions are available at <https://portal.ct.gov/-/media/SDE/Nutrition/NSLP/Forms/SignatureChangeInstructions.pdf>.

#3

Carrie Swain

From: Linda Franzese
Sent: Thursday, May 30, 2019 1:54 PM
To: Carrie Swain
Subject: FW: 2019-20 Healthy Food Certification (HFC) Statement Available in CNP System on May 1 at noon

#4

#5

Hi Carrie-

In the last paragraph, on the memo 05-19, it gives the specific language that is required to be in the minutes for both food and for beverages..We have always allowed the exemptions for both..

Please let me know if you need anything else..

Thanks,

Linda

From: Fiore, Susan [Susan.Fiore@ct.gov]
Sent: Wednesday, May 01, 2019 10:17 AM
Subject: 2019-20 Healthy Food Certification (HFC) Statement Available in CNP System on May 1 at noon

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear District Contacts for Healthy Food Certification (HFC):

*Please note that the information below applies to the **2019-20 Healthy HFC APPLICATION** materials that are due to the Connecticut State Department of Education (CSDE) on **July 1, 2019**, not the **HFC DOCUMENTATION** materials that HFC districts submitted to the CSDE in **November 2018**.*

All public school sponsors of the National School Lunch Program (NSLP) must complete the annual HFC Statement and upload the district's meeting minutes using the CSDE's Online Application and Claiming System for Child Nutrition Programs (CNP System). The 2019-20 HFC Statement is due to the CSDE by **July 1, 2019**.

The online HFC module is available in the CNP System as of noon on May 1, 2019. **BEFORE accessing the CNP System, please READ the instructions, Submitting Connecticut's Healthy Food Certification Statement for School Year 2019-20**. These instructions provide important information and specific steps for completing the HFC Statement in the CNP System.

- **NOTE:** Sponsors cannot access the online HFC module in the CNP System until the sponsor's **claims preparer** first **enrolls** the district in the 2019-20 application process for school nutrition programs. After the claims preparer enrolls the sponsor, the sponsor's **authorized signer 1 or 2** must complete, certify, and submit the HFC Statement. The instructions mentioned above provide detailed information on this process.

The HFC application requirements are summarized in the "Apply" section of the HFC webpage and in CSDE Operational Memorandum No. 05-19: Process for Submitting the Healthy Food Certification (HFC) Statement for School Year 2019-20, which was distributed to schools on January 28, 2019.



Susan Fiore, M.S., R.D.

Education Consultant

Connecticut State Department of Education

Office of Student Supports and Organizational Effectiveness

Bureau of Health/Nutrition, Family Services and Adult Education

Phone: 860-807-2075


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STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION



TO: Sponsors of the National School Lunch Program

FROM: John D. Frassinelli, Chief 
Bureau of Health/Nutrition, Family Services and Adult Education

DATE: January 28, 2019

SUBJECT: Operational Memorandum No. 05-19
Process for Submitting the Healthy Food Certification (HFC) Statement for
School Year 2019-20

10-22-18
This memo summarizes the requirements for submitting the 2019-20 HFC Statement to the Connecticut State Department of Education (CSDE). It also provides information on the Connecticut Nutrition Standards (CNS), HFC resources, and state beverage requirements.

Annual HFC Statement

Section 10-215f of the Connecticut General Statutes (C.G.S.) requires that each local board of education or governing authority for all Connecticut public school districts participating in the National School Lunch Program (NSLP) must **take action annually** to certify whether all food items sold to students separately from reimbursable meals will or will not meet the CNS. This includes all public schools, regional educational service centers, the Connecticut Technical High School System, charter schools, interdistrict magnet schools, and endowed academies.

For school year 2019-20, the HFC period is July 1, 2019, through June 30, 2020. All public school districts participating in the NSLP must submit the online Healthy Food Certification Statement (Addendum to Agreement for Child Nutrition Programs (ED-099)) by **July 1, 2019**. The vote by the board of education or governing authority on whether to participate in HFC must occur by July 1, 2019, or the district is ineligible for HFC during school year 2019-20.

HFC Application Process for 2019-20

The annual HFC Statement will be completed online in the CSDE's Online Application and Claiming System for Child Nutrition Programs (**CNP System**), as part of the district's 2019-20 application module for the U.S. Department of Agriculture's (USDA) Child Nutrition Programs. The 2019-20 module is expected to be available in the CNP System in **May 2019**. The CSDE will notify sponsors when the module is open and the HFC application module becomes available.

In the meantime, public school sponsors of the NSLP **must follow the procedures below** to ensure timely submission of the 2019-20 HFC Statement by the deadline of July 1, 2019.

1. Schedule the HFC votes at a meeting of your board of education or governing authority that occurs **before June 30, 2019**. The board of education or governing authority for each public school that participates in the NSLP must vote "yes" or "no" on whether to

implement the healthy food option, i.e., follow the CNS for all foods sold to students separately from reimbursable meals. **The motion and meeting minutes for the healthy food option should include the specific criteria for the healthy food option required by C.G.S. Section 10-215f, as indicated below.**

- **Healthy food option:** Pursuant to C.G.S. Section 10-215f, the board of education or governing authority certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2019, through June 30, 2020. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises sponsored by the school or by non-school organizations and groups.

If the board of education or governing authority votes “yes” for the healthy food option above, the board of education or governing authority must also vote on whether to allow food exemptions. **The motion and meeting minutes for food exemptions should include the specific criteria for food exemptions required by C.G.S. Section 10-215f, as indicated below.** **Note:** If the board of education or governing authority votes “no” for the healthy food option above, a vote on whether to allow food exemptions is not required.

- **Food exemptions:** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held.

For more information, see the CSDE’s handout, [*Exemptions for Foods and Beverages in Public Schools*](#).

2. Conduct the HFC votes at the scheduled meeting of the board of education or governing authority. **Maintain a copy of the meeting minutes** indicating the results of the HFC votes for the healthy food option and food exemptions, as outlined in step 1.
 - The meeting minutes must indicate whether the board of education or governing authority voted “yes” or “no” to implement the healthy food option, and must include the specific language for “Healthy food option” in step 1.

- If the board of education or governing authority voted “yes,” for the healthy food option, the meeting minutes must also indicate whether the board of education or governing authority voted “yes” or “no” to allow food exemptions, and must include the specific language for “Exemption for food items” in step 1.
3. In **May 2019**, when the CSDE notifies districts that the HFC application module is available, complete the online HFC application module and upload the meeting minutes indicating the results of the HFC vote. **Note:** The CSDE will e-mail school nutrition programs when the 2019-20 HFC application module of the CNP System is available. Instructions on how to access the HFC application module will be provided at that time. **Please do not access the CNP System prior to receiving this notification from the CSDE.**

For additional guidance on the HFC application process, review the CSDE’s presentation, [Application Procedures for HFC](#), and visit the “[Apply](#)” section of the CSDE’s HFC webpage.

Interschool Agreements for HFC Schools

A public school or district (recipient site) that receives meals under contract from a HFC district (providing sponsor) can choose to certify for the healthy food option and follow the CNS for all foods sold to students separately from reimbursable meals. This must be indicated in section 3 of the Full-service Interschool Agreement Form between the recipient site and the providing sponsor district.

In order for the providing sponsor to receive HFC payments for any recipient sites, the interschool agreement must be submitted to the CSDE by **July 1, 2019**. If the CSDE receives the interschool agreement **after** this date, the CSDE will **not** include the recipient site’s lunch counts in the total number of reimbursable lunches used to determine HFC payments for school year 2019-20. For more information, see CSDE [Operational Memorandum No. 4-19: Interschool Agreements for School Year 2019-20](#).

Schools must submit **hard copies** of the interschool agreements to the CSDE. Interschool agreements are not submitted through the CNP Online System. The interschool agreements for school year 2019-20 are available in the “[Interschool Agreements](#)” section of the CSDE’s [Forms for School Nutrition Programs](#) webpage.

Connecticut Nutrition Standards (CNS)

The CSDE did not make any changes to the CNS for school year 2019-20. For a summary of the CNS, see the CSDE’s handout, [Summary of Connecticut Nutrition Standards for Foods in Schools](#). Additional information on the CNS is available on the CSDE’s [CNS](#) webpage. The CSDE’s [HFC](#) webpage provides numerous resources to assist districts with implementing HFC including:

- [Complying with HFC](#) (Presentation);
- [Ensuring District Compliance with HFC](#);
- [Guide to Competitive Foods in Schools](#);
- [Questions and Answers on Connecticut Statutes for School Food and Beverages](#);

- Requirements for Food and Beverage Fundraisers in Public Schools Choosing HFC;
- Requirements for Food and Beverages in Vending Machines in Public Schools Choosing HFC; and
- Requirements for Foods and Beverages in School Stores in Public Schools Choosing HFC.

State Beverage Requirements

As a reminder, the beverage requirements of C.G.S. [Section 10-221q](#) apply to **all public schools**, regardless of whether the district certifies for the healthy food option of HFC under C.G.S. Section 10-215f. This includes all public school districts, interdistrict magnet schools, charter schools, endowed academies, and the Connecticut Technical High School System. Additional information on the beverage requirements is available on the CSDE's [Beverage Requirements](#) webpage.

C.G.S. Section 10-221q addresses requirements for the sale of beverages to students in public schools, and allows exemptions if beverage sales meet specific conditions. Beverage exemptions are not part of the annual HFC Statement, which applies only to food sales. If a public school district chooses to allow beverage exemptions, the CSDE recommends that the board of education or governing authority conducts the vote on beverage exemptions at the **same time** as the HFC vote. If the district does not have a beverage exemption in place, noncompliant beverages can never be sold to students on school premises.

The motion and meeting minutes for beverage exemptions should include the specific criteria for beverage exemptions required by C.G.S. Section 10-221q, as indicated below.

- **Exemptions for beverages:** The board of education will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held, and must be the same place as the beverage sales.

For more information, see the CSDE's handout, [Exemptions for Foods and Beverages in Public Schools](#).

For questions or additional information, please contact Susan Fiore at 860-807-2075 or susan.fiore@ct.gov or Teri Dandeneau at 860-807-2079 or teri.dandeneau@ct.gov.

JDF:sff

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain in a binder for future reference. All CSDE operational memoranda are posted on the CSDE's [Operational Memoranda for School Nutrition Programs](#) webpage.

Memorandum

To: Board of Education

From: Linda Franzese, Food Service Director, Department of Education Food Service

Date: May 14, 2019

Re: **Board of Education Approval Request / Executive Summary** - Contract for Construction of Freezer, Cooler & Generator at the new Food Service Central Facility

The Food Service Department respectfully requests your approval of the above-referenced contract in the amount of \$895,000 between the City of Waterbury and All Trades Industries (ATI).

This contract was initiated under the Request for Proposal process (#6319). There were three qualified bidders and ATI was the lowest responsible bidder (see attached Bid Summary as prepared by the Purchasing Department).

Under this contract, the contractor will supply install and bring to working order a 1,000 square foot refrigerator a 2,000 square foot freezer and a generator that will support the 2 pieces of equipment. All mechanical and architectural plans have been prepared and the contractor will be responsible for following them and making sure all work is being done according to specifications supplied in those documents, and follow appropriate codes.

The Contract Term is until completion and expected to be approximately 2-3 months and the project is being funded by the Food Service Fund.

Accordingly, attached for your review and consideration are 17 copies of the proposed contract, plus the Bid Summary as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Thank you.

Linda Franzese
Attachment

cc: *Attorney Dawn Desantis/Angela Juliani, via email, w/o attachment.*

CONSTRUCTION CONTRACT
for
Walk-in Freezer, Cooler, and Generator
between
City of Waterbury, Department of Food Services
and
All Trade Industries, 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 ALL TRADE INDUSTRIES, LLC, 94 Edwin Street, Waterbury, Connecticut 06708, 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") Number 6319 for a walk-in freezer, cooler and gas generator; and,

WHEREAS, the City accepted the Contractor's response to RFP Number 6319; and

WHEREAS, the City desires to obtain the Contractor's services for installation of a walk-in freezer, cooler and gas generator 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 the installation at the City's school food services facility located at 562 Captain Neville Drive, Waterbury Connecticut, of a walk-in freezer, cooler, and a gas generator, with the capacity to power both the freezer and cooler and to carry an additional twenty-five (25%) percent capacity above the operation of the freezer and cooler, as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1. City of Waterbury RFP No. 6319 (excluding Contractor Compliance documents and sample City Contract), consisting of 36 pages (attached hereto)
2. Contractor's responses to City of Waterbury RFP No. 6319, dated April 23, 2019 (excluding cost schedule), consisting of 20 (attached hereto)
3. Contractor's Revised Cost Schedule Dated April 26, 2019, consisting of 1 page (attached hereto)
4. Bid Addendum # 1 to City of Waterbury RFP No. 6319 dated April 9, 2019, consisting of 10 pages (attached hereto)
5. Supplemental Drawings, consisting of 6 pages (attached hereto)
6. General Conditions, consisting of 9 pages, (attached hereto)
7. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
8. Performance Bond and Payment Bond (incorporated by reference)
9. Certificates of Insurance (incorporated by reference)
10. Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference)
11. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
12. 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 Bid Form
- 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 Number 6319** (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 commence all work and services upon receipt of the City's Notice to Proceed and shall complete all Work and services required under this Contract by **August 31, 2019** ("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. 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.

5.3. Delay Damages

5.3.1.1 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.

5.3.1.2 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.

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 **EIGHT HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$895,000.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Cost Schedule, revised April 26, 2019, included in **Attachment A**, and summarized below:

6.1.1	Freezer Cost (Including Slab, Ramp & MEP + Labor & Materials):	
	Six Hundred Twenty-One Thousand Dollars.....	\$621,000.00
6.1.2	Cooler Cost (Including MEP + Labor & Materials)	
	Two Hundred One Thousand Dollars.....	\$201,000.00
6.1.3	Generator Cost (Including Fence, MEP+Labor& Materials)	
	Seventy-Three Thousand Dollars.....	\$73,000.00
6.1.4	Total Compensation	
	Eight Hundred Ninety-Five Thousand Dollars.....	\$895,000.00

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 6319 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.

6.9.2.1 Progress Payment One: Cooler ordered	
Two Hundred Twenty- Five Thousand Dollars.....	\$225,000.00
6.9.2.2 Progress Payment Two: Outside slab and fence	
completed	
Twenty-Five Thousand Dollars.....	\$25,000.00
6.9.2.3 Progress Payment Three: Freezer and	
cooler panels delivered on-site	
Two Hundred Fifty Thousand Dollars.....	\$250,000.00
6.9.2.4 50% Completion:	
Two Hundred Fifty Thousand Dollars.....	\$250,000.00
6.9.2.5 Completion of the Project (subject to retainage):	
One Hundred Forty-Five Thousand Dollars.....	\$145,000.00

7. **Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the

greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or Attachment A.

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

9.3. 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.

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

11. **Contractor's Insurance.**

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such

subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

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

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

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

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

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

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

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

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

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

11.7. **Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. **Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: 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 Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

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

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

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

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

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated

against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

13.3. Affirmative Action.

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

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

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

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

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers'

representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

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

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

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

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

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

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

14. Good Jobs Ordinance

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to

achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

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

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

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

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

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

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

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

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other

economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the

provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications,

drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

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

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

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

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

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

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

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

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

them, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

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

20. **Audit.** The City reserves the right 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 6319** and (ii) the Contractor's Bid response to **RFP Number 6319**, dated April 23, 2019. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor: All Trade Industries, LLC
94 Edwin Avenue
Waterbury, CT 06708

City: City of Waterbury
Department of Education
Chase Municipal Building
62 Harper Avenue
Waterbury, CT 06705
Attention: Linda Franzese

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 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: Department of Education Food Services

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

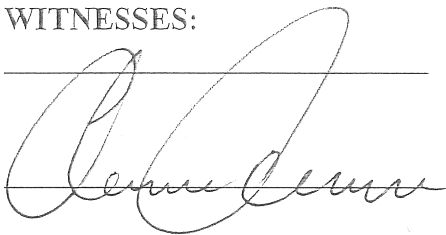
WITNESSES:

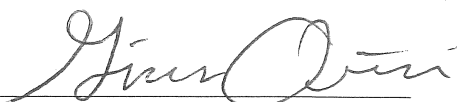
CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor
Duly Authorized

Date: _____

WITNESSES:



By: 
Giovanni Orsini
Its MEMBER
Duly Authorized

Date: 5-30-19

ATTACHMENT A

1. City of Waterbury RFP No. 6319 (excluding Contractor Compliance documents and sample City Contract), consisting of 36 pages (attached hereto)
2. Contractor's responses to City of Waterbury RFP No. 6319, dated April 23, 2019 (excluding cost schedule), consisting of 20 (attached hereto)
3. Contractor's Revised Cost Schedule Dated April 26, 2019, consisting of 1 page (attached hereto)
4. Bid Addendum # 1 to City of Waterbury RFP No. 6319 dated April 9, 2019, consisting of 10 pages (attached hereto)
5. Supplemental Drawings, consisting of 6 pages (attached hereto)
6. General Conditions, consisting of 9 pages, (attached hereto)
7. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
8. Performance Bond and Payment Bond (incorporated by reference)
9. Certificates of Insurance (incorporated by reference)
10. Department of Environmental Protection Regulations (CWF-1 through CWF-32) (incorporated by reference)
11. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)\
12. All permits and licenses (incorporated by reference)

Final

REQUEST FOR PROPOSAL
NUMBER 6319
BY
THE CITY OF WATERBURY
DEPARTMENT OF FOOD SERVICES
Walk-In Freezer, Cooler & Generator

The City of Waterbury, Department of Food Services (hereinafter "City"), is seeking a Walk-in Freezer (approximately 2,000 square feet, walk-in cooler (approximately 1,000 square feet) and a natural gas generator.

A. Background and Intent

The City is looking for a walk-in freezer and cooler and a gas generator capable of powering both units as well as an additional 25% above the required needs of the two units. These units will be installed at our facility at 562 Captain Neville Drive and will be required to fit and support forklifts and other machinery as well as the load of product with shelving.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the Scope of Services.
4. References from other Districts

C. Scope of Services

The project will include all construction, material, delivery and labor associated with the project and that meet the specifications set forth in **Attachment 1**.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be April 2019 through August 2019.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

2. *There will be a mandatory Information Session and Walk Through with respect to this RFP on April 2, 2019, 2019 at 11:00 a.m. at 562 Captain Neville Drive, Waterbury, CT 06705*
3. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in **Attachment A**. (Contract Compliance Packet)
4. All questions and communications about this Request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by 2:00 PM on April 5, 2019. Prospective proposers must limit their contact regarding this RFP to Mr. Kevin McCaffery or such other person otherwise designated by Mr. MsCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website by April 9, 2019, 2:00 PM. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by The Food Services Department.

G. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of ninety (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without

collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and 3 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on April 15, 2019.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. McCaffrey, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any

information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
 - b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
 - c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
 - b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City

may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

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

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.
- e. The proposals will be evaluated as follows: Price 34%; time to completion 33%; previous experience and references 33%;

2. Selection Process

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

J. Rights Reserved To The City

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

K. Federal and State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the, Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, Contract Work Hours and Safety Standards Act and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

L. State Set-Aside Requirements

Not Applicable

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

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

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

M. City of Waterbury Contract Form

All references in the attached City of Waterbury Contract Form (Attachment B) to "Invitation to Bid", "ITB" or words of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.

N. Performance/Payment Bonds.

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

O. Delay Damages

Proposer's attention is directed to Article 5.3 of the attached City of Waterbury Contract form which sets forth provisions for delay damages. The amount of delay damages shall be 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 Substantial Completion and/or Final Completion as set forth in Article 5.

P. Insurance Requirements

Proposer's attention is directed to Attachment A and to Article 11 of the attached City of Waterbury Contract form which sets forth the insurance requirements for this project.

Q. Proposal Security

Each Proposal shall be accompanied by a Security (a Certified Check or Bond) in the amount of ten (10%) percent of the Proposal amount.

REQUEST FOR PROPOSAL
Number _____
THE CITY OF WATERBURY
Department of Food Services
Walk-In Freezer, Cooler & Generator

Cost Schedule

Freezer Cost
(Including Slab, Ramp & MEP + Labor & Materials):

\$ 621,000

Cooler Cost
(Include MEP + Labor & Materials):

\$ 201,000

Generator Cost
(Include Fence, MEP + Labor & Materials):

\$ 73,000

Total Cost:

\$ 895,000

ATTACHMENT 1

SCOPE OF SERVICES

New Cooler and Freezer
Food Service - City of Waterbury
562 Captain Neville Drive
Waterbury Schools, Waterbury CT

WALK-IN COOLER & FREEZER SPECIFICATION

Scope:

Contractor shall be responsible for providing and installing Bally freezer or Equal (See General Information), including floor heat system, insulation, vapor barrier and mechanical systems as specified below. Only contractors with knowledge and experience in this type of construction shall bid the project.

Certification:

Only panels that have been tested as a finish manufactured product shall be considered. Each panel must have attached to the edge the following seals:

NSF - National Sanitary Foundation
U.L. approval seal for BOCA test ASTM E-84-76

Panel Construction:

Panels are made of 11 1/2", 17 1/4", 23", and 46" widths and shall have metal skins with minimum thickness of 4" unless otherwise specified.

Foam core shall be pour-in-place urethane; heat cured in steel jigs, so as to provide dimensional stability from minus 90 degrees to plus 250 degrees Fahrenheit dry heat. Corners shall be one-piece molded type. No wood shall be allowed.

Floor insulation shall be provided and installed by panel installer. Vapor barrier shall be installed on the warm side. DOW Freezermate insulation shall be installed 6" thick in two overlapping 3" layers. All seams shall be tight and field foamed as necessary for a tight installation.

Floor heat system shall be provided by others to prevent permafrost in slab.

Panel Fastener:

Walk-in panels are to be assembled with "speed-lok" joining devices. Each lock device consists of a replaceable cam-action "hook" in a steel pocket, plus a steel "pin" in the opposing pocket. By rotation the panels are drawn and locked together. Each locking device shall have a tension load of 750 lbs. or greater when tested as a finished product.

To provide maximum wall reinforcement, the locking pockets shall be interconnecting with steel straps from one side of the panel to the other side. A minimum of three horizontal steel straps shall be in each vertical wall panel and also in ceiling and floor panel.

Additional reinforcement shall be provided where the wall and ceiling interlock and in cases where a floor is provided, the wall to floor connection. Reinforcement shall be having the hook assembly pocket that connects to the ceiling or floor panel; welded to the top and/or bottom horizontal steel strap.

Exterior Finish shall be: refer to drawing

Interior Finish shall be: refer to drawing

Floor Finish shall be: refer to drawing

Doors:

Jamison Mark IV electric bi-part, mirror image frames, white finish, 208/3, 8'x 9', one freezer door with 4 sided frame. Electrical contractor responsible for locating, mounting and wiring pull stations for door operation. Doors shall be install level and plumb. After power is provided, adjust door as necessary for smooth operation. One cooler door and two freezer doors shall be provided.

Panel Installation:

Only qualified personnel having at least 5 years of experience shall erect the walk-in. Contractor is responsible for checking the job site prior to installation and notifying appropriate owners representative to any issues that will prevent a quality installation.

All panels shall be installed level and plumb. Installer shall make sure floor panels, if supplied, are leveled and have at least 90% contact with sub floor. The use of shims is prohibited unless "full" bearing is achieved. Installer shall carefully check walk-in during installation process to ensure walls are installed square and the door is plumbed for proper operation.

Room size: Refer to drawing

Accessories:

1. Pressure relief port
2. Closure metal - as needed to close off sides, measure in field
3. Audio-visual temperature alarm for each compartment, Model 75
4. Five year compressor warranty plus 5 year parts warranty on complete refrigeration package, condensing units and evaporators. The warranty shall specifically not be prorated.
5. LED lights as manufactured by Kason, model 1820. Lights shall be provided by panel supplier for field installation by electrician. Electrician shall supply switches mounted in locations directed by architect.
6. Provide Comark wi-fi enabled monitoring system, model RF312-TP, location determined by architect

Refrigeration System:

Refer to Certified prints for complete specs required

Mechanical Equipment Installation:

Furnish and install the interconnecting piping between the condensing unit and the respective unit coolers. Piping shall be installed in a neat and workmanlike manner with adjustable hangers spaced at no more than six-foot intervals on horizontal runs, and 10-foot intervals on vertical runs. Appropriate line sizing practices must be used throughout the installation of the refrigeration system. Special consideration must be taken when the condensing unit is installed above the evaporator.

Piping practice and line sizing charts as recommended by ASHRAE or other reputable refrigeration standards must be followed to ensure minimum pressure drop and correct oil return. An inert gas such as dry nitrogen should be passed through the piping during welding or brazing operations. This reduces or eliminates oxidation of the copper and formation of scale inside the piping. Refrigerant piping shall be Type L, ACR grade, hard-drawn seamless copper tubing, wrought type copper fittings and silver-bearing soldered joints.

Condensate drain: Furnish and install condensate drain piping from the unit cooler to open drain. Piping shall consist of 7/8" Type L copper tubing supported 36" on center maximum, in such a way that there will be a 1" clearance between the wall and the tubing. Provide a union or slip fitting at the connection to the evaporator drain pan to allow easy disassembly for service and cleaning. Drain piping shall be P-trapped and adequately pitched through the wall of the refrigerated area and discharged within 2" of the floor drain provided. Freezer drain line shall be wrapped with heat tape and insulated to prevent condensate from freezing.

Piping Insulation: Suction line shall be covered with 1" thick Armaflex insulation, the insulation shall be applied to these lines in accordance with manufacturer's recommendations and as they are being installed so that insulation will not be split. All joints shall be completely sealed with overlapping, cemented material to prevent the formation of frost on the lines. All penetrations shall be sealed with non-hardening caulking compound. The exposed ends of the penetration must be trimmed.

Refrigerant Testing:

All system piping, including the condensing unit and accessories should be thoroughly tested for leaks prior to start up and charging. The system should be initially pressurized to a maximum of 150 PSIG with dry nitrogen to ensure that the system is free of major leaks. Discharge the initial dry nitrogen charge and add enough refrigerant to raise the system pressure up to 10 PSIG. Add dry nitrogen to increase the system pressure to a maximum of 150 PSIG. It is recommended that an electronic leak detector be used. It is recommended that this pressure be held for a minimum of 12 hours and then rechecked. (When conventional leak detection methods are employed using HCFC or CFC tracer gas, all of the tracer gas must be reclaimed and disposed of in a proper manner.

When the system is completely free of refrigerant leaks, an evacuation of the entire system should be completed by using a high vacuum pump. This evacuation will ensure long life for the system as well as elimination of moisture and non-condensable gas problems. Moisture problems causing compressor failure will void the warranty.

If the temperature is less than 60 degrees the final vacuum should be 50 microns. Double evacuation with a "sweeping" of dry nitrogen is required. First evacuation should be to at least 750 micron depth. When this point is reached, break the vacuum with dry nitrogen. Reclaim any tracer gas from the system and re-evacuate to a final vacuum of at least 100 microns at a minimum 60 degree system temperature.

When charging the system, weigh the refrigerant drum before and after charging in order to keep an accurate record of the weight of refrigerant put into the system. Do not charge strictly by the holding capacity of the receiver. Do not assume that bubbles in a sight glass, when located at the condensing unit, indicates the system is undercharged. If charging to the "bubble" method, always use a sight glass located directly before the TXV for the final indicator.

Follow the system start-up procedure as recommended by the manufacturer. Observe that all electrical and refrigeration connections are tight. Check Compressor crankcase oil level. Insure the compressor shipping spacers or hold down nuts are properly mounted. Check the compressor discharge and suction shut-off valves are open. Ensure that the high and low pressure controls are properly adjusted. Check the room thermostat is set for normal operation and adjust if necessary.

Guarantee: The equipment shall be guaranteed to maintain the specified temperatures. All mechanical refrigeration equipment shall be mechanically guaranteed for a period of one year after date of acceptance of owner. The emergency service shall be provided free of charge, whenever necessary on a 24 hour, seven day-per-week basis. Any leaks that occur during the first year of operation after acceptance by the owner shall be repaired and the necessary refrigerant added at no expense to the owner. The name of the installer/service agency for the guarantee period shall be located in a highly visible place on the condensing unit and on the inside of the walk-in door.

Panel guarantee shall be for ten years and shall cover manufacturer quality defects. Excluded is damage due to abusive treatment.

**NATIONAL REFRIGERATION AND
AIR CONDITIONING CANADA CORP.**159 ROY BLVD, PO BOX 2020
BRANTFORD, ON
CANADA K3T 5Y6**BESA090L8-HT3C****ES-LINE SEMI-HERMETIC
CONDENSING UNITS-AIR**

PURCHASER :

SUBMITTED BY : **Scott Swain**PROJECT : **Waterbury Schools Commissary**DATE : **17 Dec 2018**ORDER # : **05098.62960.00096-A00**ITEM # : **1**QUOTE # : **Q17LQSSA-A**

ID # :

PURCHASER'S PO # :

TAGGING : **Freezer Three-REQUIRED****MODEL FEATURES**

- Copper tubing secured with cushion clamps
- Crankcase heater
- Discharge and suction vibration eliminators
- Fixed Flooded head pressure control (unless otherwise indicated)
- High efficiency, PSC fan motor with internal overload protection

- Outdoor weather-resistant housing made from G90 galvanized steel
- Pre-formed piping
- Receiver with fusible plug and liquid shut off valve
- Spring mounted, accessible semi-hermetic compressor
- Suction Service valve
- Units are shipped with Helium holding charge


- Weatherproof electrical control box with compressor contactor and fused control circuit
- Copeland Discus™ with CoreSense Protection
- Adjustable low pressure control with flex hose / fixed high pressure control
- High efficiency enhanced copper tube and aluminium fin coil design
- Discharge Muffler

PRE-ENGINEERED OPTION PACKAGE

- ☐ A - STD
 - ☐ B
 - ☐ C
 - ☐ D
 - ☐ E
 - ☐ F
 - ☐ G
 - ☐ H
 - ☒ J
- DEFROST FUSING - SHOW SET QTY**
- ☐ Up to 30 Amps
 - ☐ 35 Amps to 60 Amps
 - ☐ Over 60 Amps
- ELECTRIC DEFROST KIT (TIMECLOCK INCL.)**
- ☐ Up to 40A Hrs., 30A Fans 1 Evap
 - ☐ Up to 60A Hrs., 30A Fans 1 Evap
 - ☐ Up to 80A Hrs., 30A Fans 1 Evap
 - ☐ Up to 40A Hrs., 30A Fans 2 Evap
 - ☐ Up to 60A Hrs., 30A Fans 2 Evap
 - ☐ Up to 80A Hrs., 30A Fans 2 Evap
 - ☐ Up to 60A Hrs., 40A Fans 3 Evap
- DEFROST KIT (USE WITH KE2)**
- ☒ 1 Up to 30A per Evap
 - ☐ 35A to 50A per Evap
- 115V Control Circuit**
- ☐ 30A Contactor
 - ☐ 40A Contactor
 - ☐ 60A Contactor
- ADJUSTABLE PRESSURE CONTROLS**
- ☐ Johnson Dual with flex hose
 - ☐ Separate High/Low with flex hose
- BALL VALVE**
- ☐ Liquid Line
 - ☐ Liquid Line
 - ☐ Suction Line
 - ☐ Suction Line

MODEL OPTIONS (* = Shipped Loose)

- ☐ CAPACITY CONTROL - HOT GAS BYPASS
 - ☐ To Inlet of Evaporator
 - ☐ To Suction Line
- ☐ CAPACITY CONTROL - UNLOADING
 - ☐ ModuloLoad
- ☐ Compressor Circuit Breaker
- ☐ Compressor Time Delay Relay
- ☐ CONDENSING UNIT PRISON PACKAGE
 - ☐ Tamper Proof Screws
 - ☐ Crankcase Pressure Regulator
 - ☐ Discharge Air Hood
 - ☐ Discharge Line Check Valve
 - ☐ Discharge Muffler
- ☐ DISCONNECT SWITCH
 - ☐ Fused
 - ☒ Non-Fused
- ☐ EC FAN MOTORS + SPEED CONTROLLER
 - ☐ All Motors Variable Speed - 230V Units
 - ☐ SmartSpeed
- ☐ ELECTRONIC PRESSURE CONTROL
 - ☐ Low Pressure Control
 - ☐ High Pressure Control
 - ☐ Export Crating
- ☐ EXTENDED 4-YEAR COMPRESSOR WARRANTY
 - ☐ Copeland
 - ☐ Extended Leg Kit
- ☐ COIL COATING
 - ☐ Heresite Coating
 - ☐ ElectroFin Coating
- ☐ FIN AND MATERIAL
 - ☐ Gold Coat Fins
 - ☐ Copper Fins
 - ☐ Half Guard for Condenser
 - ☒ Heated and Insulated Receiver
 - ☐ Hoffmann Fan Speed Control
- ☐ HOUSING MATERIAL
 - ☐ Stainless Steel
 - ☐ Insulated Suction Line
- ☐ LIMITROL+ HEAD PRESS CTRL SYSTEM
 - ☐ 230V Condensing Unit
- ☐ LIQUID LINE FILTER + SIGHT GLASS
 - ☒ 1 Sealed
 - ☐ Replaceable
- ☐ Liquid Line Lock-Out Relay
- ☐ LIQUID LINE SOLENOID VALVE
 - ☐ *Standard 230V Coil
 - ☐ *Standard 115V Coil
- ☐ OIL SEPARATOR
 - ☐ Standard
 - ☒ 1 With Oil Filter and Solenoid
 - ☐ One Time Pump Down
 - ☒ 1 Oversized Receiver
- ☐ PHASE / VOLTAGE MONITOR
 - ☐ 3-Lead
 - ☒ 1 6-Lead (MotorSaver455)
- ☐ Pump Down Toggle Switch
- ☐ QuickVac Valves
- ☐ Receiver Inlet Ball Valve
- ☐ RECEIVER LEVEL INDICATOR
 - ☐ Dual Sightglass
- ☐ Single Point Electrical
- ☐ Sub Cooling Circuit
- ☐ SUCTION ACCUMULATOR
 - ☐ With Heat Exchanger
 - ☒ 1 Without Heat Exchanger
- ☐ SUCTION FILTER
 - ☐ Sealed Type
 - ☒ 1 Replaceable Core
- ☐ TIME CLOCK
 - ☐ Paragon 8145 Style
 - ☐ *230V Paragon 8145 Style
 - ☐ *115V Paragon 8145 Style
- ☐ FLOODED HEAD PRESSURE CONTROL
 - ☐ Two-Valve Adjustable
 - ☐ Wind Guard
 - ☐ Less Flooding Valve(s)

VOLTAGE		SYSTEM REFRIGERANT			RATING	SUCTION TEMP		AMBIENT TEMP		CAPACITY
208-230/3/60		R448A			9Hp	-21.1 °F		95 °F		39933 BTUH
FANS			COMPRESSOR				CIRCUIT TOTAL			
QTY	POWER	FLA/FAN	TYPE	QTY	RLA	LRA	AMPS	WATTS	MCA†	MOP‡
2	800W	2.1	3DF3FA0KETFC40	1	37	215	41.2		50.5	80
LIQUID		5/8 in	SOUND	-		REC CAPACITY		76 lb		APPROVALS
SUCTION		1 3/8 in	WEIGHT	885 lb		REF. CHARGE		26 lb		
NOTES:										 MEA
† MCA.. Minimum Circuit Ampacity, ‡ MOP.. Maximum Overcurrent Protection										
MCA & MOP are for the-condensing unit ONLY. Single point connections WILL show different on dataplate.										

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



NATIONAL REFRIGERATION AND
AIR CONDITIONING CANADA CORP.
159 ROY BLVD, PO BOX 2020
BRANTFORD, ON
CANADA N3T 5Y6

Order Item No: 1
BESA090L8-HT3C
ES-LINE SEMI-HERMETIC
CONDENSING UNITS-AIR

DATE : 17 Dec 2018

PURCHASER :

PROJECT : Waterbury Schools Commissary


SUBMITTED BY : Scott Swain

NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

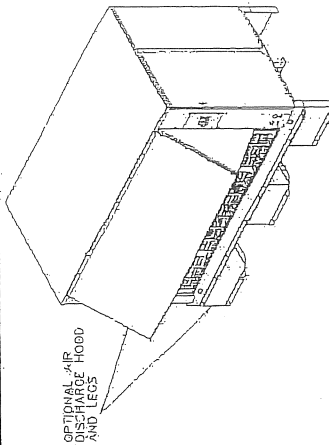
Dimensions shown are for standard unit (less options).

DIMENSIONS	
DIMENSION A	41 7/8 in
DIMENSION B	65 1/8 in
DIMENSION C	35 7/8 in
DIMENSION D	7 in
DIMENSION E	
DIMENSION F	
DIMENSION G	0 in
DIMENSION H	

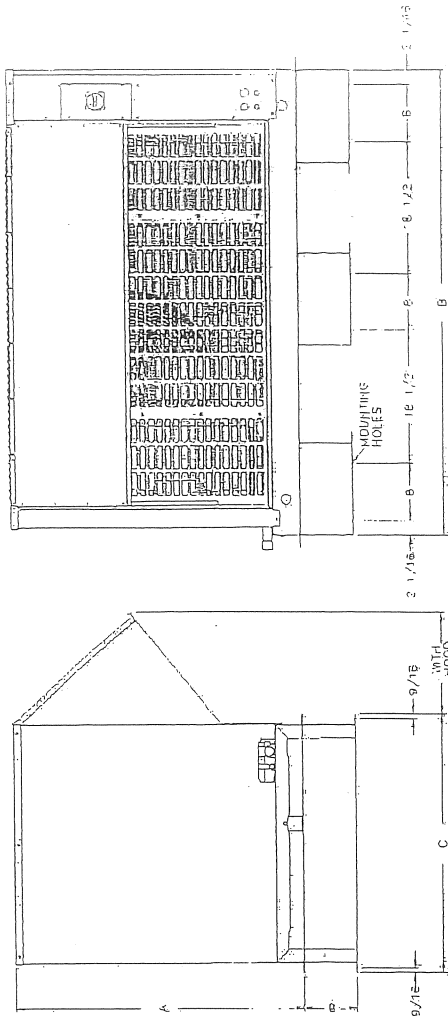
CONNECTIONS	
LIQUID	5/8 in
SUCTION	1 3/8 in
DRAIN	
WATER	
DISCHARGE	
PAN LOOP	
HOT GAS SIDE PORT	
HOT GAS INLET	
HOT GAS OUTLET	
OTHER	
SHIPPING WEIGHT	885 lb
REFRIGERANT CHARGE	26 lb
RECEIVER CAPACITY	76 lb

APPROVALS	
 us	
MEA	

NOTES:



OPTIONAL AIR
DISCHARGE HOOD
AND LEGS





**NATIONAL REFRIGERATION AND
AIR CONDITIONING CANADA CORP.**

159 ROY BLVD, PO BOX 2028
BRANTFORD, ON
CANADA N3T 3Y6

BMP240LE-T3A-T

**MEDIUM PROFILE
EVAPORATOR**

PURCHASER :

SUBMITTED BY : Scott Swain

PROJECT : Waterbury Schools Commissary

DATE : 17 Dec 2018

ORDER # : 05098.62960.00096-A00

ITEM # : 2

QUOTE # : Q17LQSSA-A

ID # :

PURCHASER'S PO # :

TAGGING : Freezer Three REQUIRED

MODEL FEATURES

- 3/8" Tubing coil construction (reduces refrigerant operating charge)
- Adjustable Fan Delay Thermostat
- Factory installed solenoid valve wire harness
- Heavy gauge textured aluminium cabinet construction resists scratches/corrosion
- NSF approved "flush to ceiling mount"

- Spacious piping end compartment allows for easy assembly
- Unit is shipped upright for convenient handling and quick installation
- Totally Enclosed, Internally Protected, Ball Bearing Motors
- Schrader connection on suction header
- Hinged access panels to spacious electrical and header compartments

- Attractive and durable high density polyethylene fan guards
- Ultra efficient Electronically Commutated Motor (ECM)
- ** ECM with SmartSpeed Technology
- High efficiency enhanced copper tube and aluminium fin coil design
- 6 FPI

MODEL OPTIONS (* = Shipped Loose)

PRE-ASSEMBLED EVAP

- ☐ Sporlan TXV, LLSV, T-stat
- ☐ Emerson TXV, LLSV, T-stat
- ☐ EEV Kit - Sporlan EEV + Kelvin II
- ☐ EEV Kit - Emerson EEV + EXD-SH1
- ☐ KE2 Evap Efficiency w/Sporlan TXV
- ☒ 1 KE2 Evap Efficiency w/Sporlan EEV
- ☐ *KE2 Evap Efficiency w/Sporlan TXV
- ☐ *KE2 Evap Efficiency w/Sporlan EEV
- ☐ KE2 Evap Efficiency w/KE2 EEV
- ☐ *KE2 Evap Efficiency w/KE2 EEV

DEFROST THERMOSTATS

- ☐ Johnson A19 for Fan Delay
- ☐ Ranco F25 - Adj DT, Fixed FD

Aux Sideport Connector

CABINET FINISH

- ☐ Painted White
- ☐ Painted Black
- ☐ Stainless Steel

SENSORS FOR CPC I/O BOARDS

- ☐ Coil Temp Sensor
- ☐ Return Air Temp Sensor
- ☐ Suction Pressure Transducer

DEMAND DEFROST ELECTRONIC CONTROLLER

- ☒ 1 KE2 Therm Evaporator Efficiency
- ☐ *KE2 Therm Evaporator Efficiency

☐ **Dual Circuit**

EXPANSION VALVE

- ☐ Sporlan TXV
- ☐ Emerson TXV
- ☒ 1 Sporlan EEV
- ☐ Emerson EEV
- ☐ KE2 Therm EEV

SENSOR + TRANSDUCER FOR EEV

- ☐ for use with Emerson EEV
- ☒ 1 for use with KE2 Therm EEV
- ☐ Other Brand - Specify in Notes

ELECTRONIC SH CONTROLLER FOR EEV

- ☐ *Sporlan Kelvin II EEV Controller
- ☐ *Emerson EEV Controller
- ☐ *Other EEV Controller- Specify MFR Model in Notes

EVAPORATOR PRISON PACKAGE

- ☐ Tamper Proof Screws

☐ **Export Crating**

COIL COATING

- ☐ Heralite Coating
- ☐ ElectroFin Coating

FIN AND MATERIAL

- ☐ Gold Coat Fins
- ☐ Copper Fins
- ☐ Insulated Drain Pan

KE2 THERM

- ☐ *SmartGate Router #20695
- ☐ *8 Port Switch #20166
- ☒ 1 *CAT5e Shielded Cable - 50ft w/connectors
- ☐ 40' Leads on Sensors + Transducers
- ☐ Ethernet Adapter Kit
- ☐ *Liquid / Suction Heat Exchanger

LIQUID LINE SOLENOID VALVE

- ☒ 1 Sporlan
- ☐ Emerson
- ☐ By Others Field Supplied
- ☐ Dual Voltage Coil 120-230V Field Wired

☐ **Nitrogen Charged and Sealed**

ROOM THERMOSTATS



- ☐ Mechanical
- ☐ *Mechanical
- ☐ *Johnson A19ABC
- ☐ *Johnson A421ABC-02C
- ☐ Ranco ETC-111000
- ☐ *Ranco ETC-111000
- ☐ Johnson A421ABC-02
- ☐ Wire Fan Guards

REMOTE DEFROST PANEL

- ☒ 1 *230V Control
- ☐ *115V Control

VOLTAGE	SYSTEM REFRIGERANT	AIR FLOW	EVAP. TEMP	BOX TEMP	CAPACITY
208-230/3/60	R448A	6480 CFM	-20.6 °F	-10 °F	39933 BTUH

FANS			HEATERS			CIRCUIT TOTAL			
QTY	POWER	FLA/FAN	TYPE	QTY	AMPS	AMPS	WATTS	MCA†	MOP‡
2		2.6				5.2	490	5.9	15
DEFROST HTRS					18.3		6190	22.9	25

DISTRIBUTOR	7/8 in	SOUND		REC CAPACITY			APPROVALS
SUCTION	1 5/8 in	WEIGHT	273 lb	REF CHARGE	9 lb		 

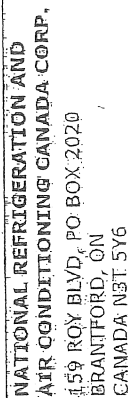
NOTES:

† MCA.. Minimum Circuit Ampacity, ‡ MOP.. Maximum Overcurrent Protection

APPROVED BY :

DATE :

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whatsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



Order Item No: 2

BMP240LE-T3A-T

MEDIUM PROFILE
EVAPORATOR

DATE: 17 Dec 2018

PURCHASER:

PROJECT: Waterbury Schools Commissary



SUBMITTED BY: Scott Swain

NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person, whomsoever, subject to acceptance by NATIONAL REFRIGERATION at its home office.

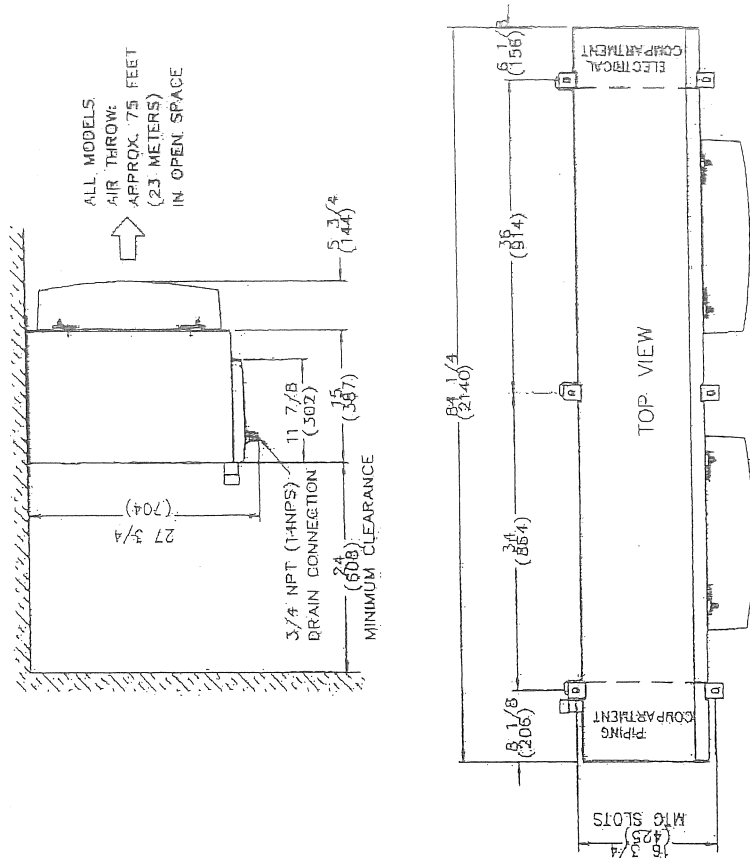
Dimensions shown are for standard unit less options.

DIMENSIONS	
DIMENSION A	84 1/4 in
DIMENSION B	34 in
DIMENSION C	36 in
DIMENSION D	
DIMENSION E	
DIMENSION F	
DIMENSION G	0 in
DIMENSION H	

CONNECTIONS	
DISTRIBUTOR	7/8 in
SUCTION	1 5/8 in
DRAIN	3/4 in
WATER	
DISCHARGE	
PAN LOOP	
HOT GAS SIDE PORT	
HOT GAS INLET	
HOT GAS OUTLET	
OTHER	
SHIPPING WEIGHT	273 lb
REFRIGERANT CHARGE	9 lb
RECEIVER CAPACITY	

APPROVALS	
 C. U. ILL.	

NOTES:





**NATIONAL REFRIGERATION AND
AIR CONDITIONING CANADA CORP.**

159 ROY BLVD, PO BOX 2020
BRANTFORD, ON
CANADA N3T 3Y6

BEZA035H8-HT3C

**EZ-LINE SCROLL
CONDENSING UNITS-AIR**

PURCHASER :

SUBMITTED BY : **Scott Swain**

PROJECT : **Waterbury Schools Commissary**

DATE : **17 Dec 2018**

ORDER # : **05098.62960.00096-A00**

ITEM # : **5**

QUOTE # : **Q17LQSSA-A**

ID # :

PURCHASER'S PO # :

TAGGING : **Cooler TWO REQUIRED**

MODEL FEATURES

- 3/8" Tubing coil construction (reduces refrigerant operating charge)
- Anti-short cycle time delay relay
- Copper tubing secured with cushion clamps
- Crankcase heater
- Fan Guard
- Fan motors are inherently protected with internal overloads
- Fixed Flooded head pressure control (unless otherwise indicated)

- Pre-formed piping
- Receiver with fusible plug and liquid shut off valve
- Suction Service valve
- Units are shipped with Helium holding charge
- Weatherproof electrical control box with compressor contactor and fused control circuit
- Welded hermetic Scroll compressor
- Adjustable low pressure control with flex hose / fixed high pressure control

- High efficiency enhanced copper tube and aluminium fin coil design
- Compatible with Low GWP Refrigerants
- Capacities for R407A/C and R448A are based on mean temperature. Mean temperature is the average temperature between the saturated suction temperature and the temperature feeding the evaporator. For dew point ratings, consult factory.
- PrePainted steel cabinet

MODEL OPTIONS (* = Shipped Loose)

PRE-ENGINEERED OPTION PACKAGE

- ☐ A - STD
 - ☐ B
 - ☐ C
 - ☐ D
 - ☐ E
 - ☐ F
 - ☐ G
 - ☐ H
 - ☒ J
- DEFROST FUSING - SHOW SET QTY**
- ☐ Up to 30 Amps
 - ☐ 35 Amps to 60 Amps
 - ☐ Over 60 Amps
- ELECTRIC DEFROST KIT (TIME-LOCK INCL.)**
- ☐ Up to 40A Hrs, 30A Fans 1 Evap
 - ☐ Up to 60A Hrs, 30A Fans 1 Evap
 - ☐ Up to 40A Hrs, 30A Fans 2 Evap
 - ☐ Up to 60A Hrs, 30A Fans 2 Evap
 - ☐ Up to 80A Hrs, 30A Fans 2 Evap
 - ☐ Up to 60A Hrs, 40A Fans 3 Evap
 - ☐ Up to 80A Hrs, 50A Fans 3 Evap
- DEFROST KIT (USE WITH KE2)**
- ☒ 1 Up to 30A per Evap
 - ☐ 35A to 50A per Evap
 - ☐ 115V Control Circuit
 - ☐ 30A Contactor
 - ☐ 40A Contactor
 - ☐ 60A Contactor
- ADJUSTABLE PRESSURE CONTROLS**
- ☐ Johnson Dual with flex hose
 - ☐ Separate High/Low with flex hose
- BALL VALVE**
- ☐ Liquid Line
 - ☐ Suction Line
 - ☐ Suction Line

BALL VALVE Continued

- ☐ Suction Line
- ☐ CAPACITY CONTROL - HOT GAS BYPASS
 - ☐ To Inlet of Evaporator
 - ☐ To Suction Line
- ☐ Compressor Circuit Breaker
- ☐ CONDENSING UNIT PRISON PACKAGE
 - ☐ Tamper Proof Screws
 - ☐ Crankcase Pressure Regulator
 - ☐ Discharge Air Hood
 - ☐ Discharge Line Check Valve
 - ☐ DISCONNECT SWITCH
 - ☐ Fused
 - ☒ Non-Fused
- ☐ EC FAN MOTORS + SPEED CONTROLLER
 - ☐ All Motors Variable Speed ~230V Units
 - ☐ SmartSpeed
- ☐ ELECTRONIC PRESSURE CONTROL
 - ☐ Low Pressure Control
 - ☐ High Pressure Control
 - ☐ Export Grating
- ☐ EXTENDED 4-YEAR COMPRESSOR WARRANTY
 - ☐ Copeland
 - ☒ 1 Extended Leg Kit
- ☐ COIL COATING
 - ☐ Heresite Coating
 - ☐ ElectroFlu Coating
- ☐ FIN AND MATERIAL
 - ☐ Gold Coat Fins
 - ☐ Copper Fins
 - ☐ Ball Guard for Condenser
 - ☒ 1 Heated and Insulated Receiver
 - ☐ Hoffmann Fan Speed Control
- ☐ HOUSING MATERIAL
 - ☐ Stainless Steel
 - ☐ Insulated Suction Line

LIQUID LINE FILTER + SIGHT GLASS

- ☒ 1 Sealed
- ☐ Replaceable
- ☐ Liquid Line Lock-Out Relay
- ☐ LIQUID LINE SOLENOID VALVE
 - ☐ *Standard 230V Coil
 - ☐ *Standard 115V Coil
- ☐ OIL SEPARATOR
 - ☐ Standard
 - ☒ 1 With Oil Filter and Solenoid
- ☐ One Time Pump Down
- ☒ 1 Oversized Receiver
- ☐ PHASE / VOLTAGE MONITOR
 - ☐ 3-Lead
 - ☒ 1 6-Lead (MotorSaver455)
- ☐ Pump Down Toggle Switch
- ☐ QuickVac Valves
- ☐ Receiver Inlet Ball Valve
- ☐ Single Point Electrical
- ☐ Sub Cooling Circuit
- ☐ SUCTION ACCUMULATOR
 - ☐ With Heat Exchanger
 - ☒ 1 Without Heat Exchanger
- ☐ SUCTION FILTER
 - ☐ Sealed Type
 - ☒ 1 Replaceable Core
- ☐ TIME CLOCK
 - ☐ Paragon 8145 Style
 - ☐ *230V Paragon 8145 Style
 - ☐ *115V Paragon 8145 Style
- ☐ FLOODED HEAD PRESSURE CONTROL
 - ☒ 1 Two Valve Adjustable
 - ☐ Wind Guard
 - ☐ Less Flooding Valve(s)

VOLTAGE		SYSTEM REFRIGERANT		RATING		SUCTION TEMP		AMBIENT TEMP		CAPACITY	
208-230/3/60		R448A		3.5Hp		25.3 °F		95 °F		31488 BTUH	
FANS			COMPRESSOR				CIRCUIT TOTAL				
QTY	POWER	FLA/FAN	TYPE		QTY	RLA	LRA	AMPS	WATTS	MCA†	MOP‡
1	400W	2.1	ZS26KAE-TF5-118			15.5	93	17.6		21.5	35
LIQUID		1/2 in	SOUND		-		REC CAPACITY		32 lb		APPROVALS
SUCTION		7/8 in	WEIGHT		415 lb		REF CHARGE		10 lb		

NOTES:

† MCA... Minimum Circuit Ampacity, ‡ MOP... Maximum Overcurrent Protection
MCA & MOP are for the condensing unit ONLY. Single point connections WILL show different on dataplate.

APPROVED BY :

DATE :

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



NATIONAL REFRIGERATION AND
AIR CONDITIONING CANADA CORP.
159 ROY BLVD, PO BOX 2020
BRANTFORD, ON
CANADA N3T 5Y6


Order Item Not 5
BEZA035H8-HT3C
EZ-LINE SCROLL
CONDENSING UNITS-AIR
DATE : 17 Dec 2018
PURCHASER :
PROJECT : Waterbury Schools Commissary
SUBMITTED BY : Scott Swain

NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

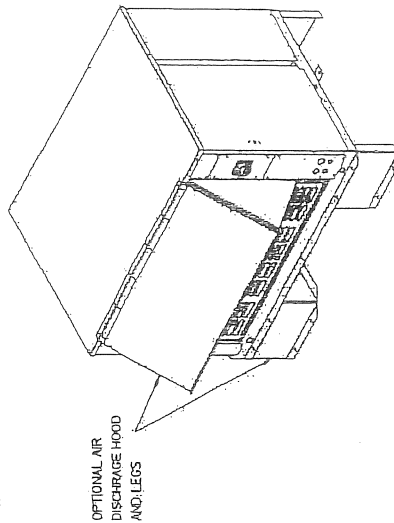
Dimensions shown are for standard unit less options.

DIMENSIONS	
DIMENSION A	30 3/8 in
DIMENSION B	43 7/8 in
DIMENSION C	32 7/8 in
DIMENSION D	10 1/8 in
DIMENSION E	
DIMENSION F	
DIMENSION G	0 in
DIMENSION H	

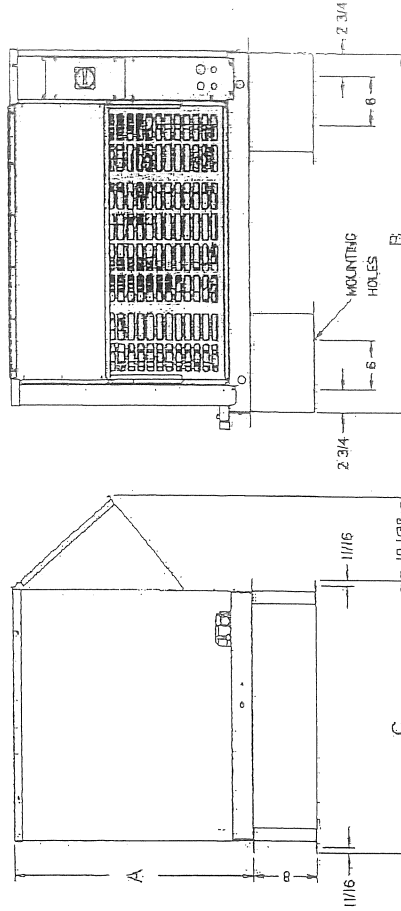
CONNECTIONS	
LIQUID	1/2 in
SUCTION	7/8 in
DRAIN	
WATER	
DISCHARGE	
PAN LOOP	
HOT GAS SIDE PORT	
HOT GAS INLET	
HOT GAS OUTLET	
OTHER	
SHIPPING WEIGHT	415 lb
REFRIGERANT CHARGE	10 lb
RECEIVER CAPACITY	32 lb

APPROVALS	
 us	MEA

NOTES:



OPTIONAL AIR
DISCHARGE HOOD
AND LEGS



**NATIONAL REFRIGERATION AND
AIR CONDITIONING CANADA CORP.**155 ROY BLVD, PO BOX 2626
BRANTFORD, ON
CANADA N3T 5Y6**BMP236MA-S2A-T****MEDIUM PROFILE
EVAPORATOR**

PURCHASER :

SUBMITTED BY : **Scott Swain**PROJECT : **Waterbury Schools Commissary**DATE : **17 Dec 2018**ORDER # : **05098:62960.00096-A00**ITEM # : **6**QUOTE # : **Q17LQSSA-A**

ID # :

PURCHASER'S PO # :

TAGGING : **Cooler TWO REQUIRED****MODEL FEATURES**

- 3/8" Tubing coil construction (reduces refrigerant operating charge)
- Factory installed solenoid valve wire harness
- Heavy gauge textured aluminium cabinet construction resists scratches/corrosion
- NSF approved "flush to ceiling mount"

- Spacious piping and compartment allows for easy assembly
- Unit is shipped upright for convenient handling and quick installation
- Totally Enclosed, Internally Protected, Ball Bearing Motors
- Schrader connection on suction header
- Hinged access panels to spacious electrical and header compartments

- Attractive and durable high density polyethylene fan guards
- Ultra efficient Electronically Commutated Motor (ECM)
- ** ECM with SmartSpeed Technology
- High efficiency enhanced copper tube and aluminium fin coil design
- 6 FPI

MODEL OPTIONS (* = Shipped Loose)**PRE-ASSEMBLED EVAP**

- ☐ Sporlan TXV, LLSV, T-stat
- ☐ Emerson TXV, LLSV, T-stat
- ☐ EEV Kit - Sporlan EEV + Kelvin II
- ☐ EEV Kit - Emerson EEV + EXD-SH1
- ☐ KE2 Evap Efficiency w/Sporlan TXV
- ☐ KE2 Evap Efficiency w/Sporlan EEV
- ☒ *KE2 Evap Efficiency w/Sporlan TXV
- ☐ *KE2 Evap Efficiency w/Sporlan EEV
- ☐ KE2 Evap Efficiency w/KE2 EEV
- ☐ *KE2 Evap Efficiency w/KE2 EEV

Aux Sideport Connector**CABINET FINISH**

- ☐ Painted White
- ☐ Painted Black
- ☐ Stainless Steel

SENSORS FOR GPC I/O BOARDS

- ☐ Coil Temp Sensor
- ☐ Return Air Temp Sensor
- ☐ Suction Pressure Transducer

**DEMAND DEFROST ELECTRONIC
CONTROLLER**

- ☒ 1 KE2 Therm Evaporator Efficiency
- ☐ *KE2 Therm Evaporator Efficiency
- ☐ Dual Circuit

EXPANSION VALVE

- ☐ Sporlan TXV
- ☐ Emerson TXV
- ☒ 1 Sporlan EEV
- ☐ Emerson EEV
- ☐ KE2 Therm EEV

SENSOR + TRANSDUCER FOR EEV

- ☐ for use with Emerson EEV
- ☒ 1 for use with KE2 Therm EEV
- ☐ Other Brand - Specify in Notes

**ELECTRONIC SH CONTROLLER
FOR EEV**

- ☐ *Sporlan Kelvin II EEV Controller
- ☐ *Emerson EEV Controller
- ☐ *Other EEV Controller - Specify MFR Model in Notes

EVAPORATOR PRISON PACKAGE

- ☐ Tamper Proof Screws
- ☐ Export Crating

COIL COATING

- ☐ Hertsite Coating
- ☐ ElectroFin Coating

FIN AND MATERIAL

- ☐ Gold Coat Fins
- ☐ Copper Fins
- ☐ Insulated Drain Pan

KE2 THERM

- ☐ *SmartGate Router #20695
- ☐ *8 Port Switch #20166
- ☐ *CAT5e Shielded Cable - 50ft w/connectors
- ☐ 40' Leads on Sensors + Transducers
- ☐ Ethernet Adapter Kit
- ☐ *Liquid / Suction Heat Exchanger

LIQUID LINE SOLENOID VALVE



- ☒ 1 Sporlan
- ☐ Emerson
- ☐ By Others Field Supplied
- ☐ Dual Voltage Coil 120-230V Field Wired

**Nitrogen Charged and Sealed
ROOM THERMOSTATS**

- ☐ Mechanical
- ☐ *Mechanical
- ☐ *Johnson A19ABC
- ☐ *Johnson A421ABC-02C
- ☐ Ranco ETC-111000
- ☐ *Ranco ETC-111000
- ☐ Johnson A421ABC-02
- ☐ Wire Fan Guards

REMOTE DEFROST PANEL

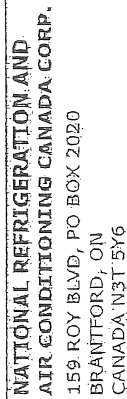
- ☒ 1 *230V Control
- ☐ *115V Control

VOLTAGE		SYSTEM REFRIGERANT			AIR FLOW		EVAP. TEMP		BOX TEMP		CAPACITY	
208-230/1/60		R448A			6870 CFM		25.8 °F		35 °F		31468 BTUH	
FANS			HEATERS					CIRCUIT TOTAL				
QTY	POWER	FLA/FAN	TYPE		QTY	AMPS		AMPS	WATTS	MCA†	MOP‡	
2		2.6						5.2	490	5.9	1.5	
DISTRIBUTOR		5/8 in	SOUND		-		REC CAPACITY				APPROVALS	
SUCTION		1 3/8 in	WEIGHT		240 lb		REF CHARGE		7 lb			
NOTES:												 
† MCA.. Minimum Circuit Ampacity, ‡ MOP.. Maximum Overcurrent Protection												

APPROVED BY :

DATE :

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



Order Item No: 6

EMP236MA-S2A-T

**MEDIUM PROFILE
EVAPORATOR**

DATE : 17 Dec 2018

PURCHASER :

PROJECT : Waterbury Schools Commissary

SUBMITTED BY : Scott Swain

NATIONAL REFRIGERATION will furnish equipment in accordance with this drawing and specifications, and subject to its published warranty. Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person, whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

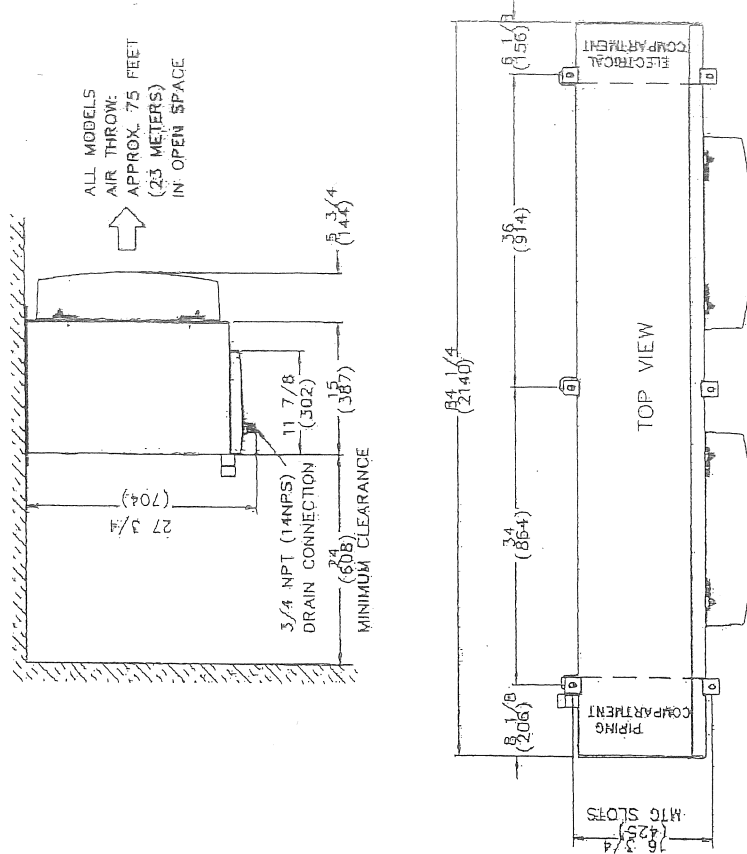
Dimensions shown are for standard tilt less options.

DIMENSIONS	
DIMENSION A	84 1/4 in
DIMENSION B	34 in
DIMENSION C	36 in
DIMENSION D	
DIMENSION E	
DIMENSION F	
DIMENSION G	0 in
DIMENSION H	

CONNECTIONS	
DISTRIBUTOR	5/8 in
SUCTION	1 3/8 in
DRAIN	3/4 in
WATER	
DISCHARGE	
PAN LOOP	
HOT GAS SIDE PORT	
HOT GAS INLET	
HOT GAS OUTLET	
OTHER	
SHIPPING WEIGHT	240 lb
REFRIGERANT CHARGE	7 lb
DECEIVER CAPACITY	

[illegible]

NOTES:



Architectural and Mechanical Drawings to be distributed at the walk-thru

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (1) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(IV); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(II) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period (if additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period (if additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmissions. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(1)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.6 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee 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 relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: CT190023 03/08/2019 CT23

Superseded General Decision Number: CT20180031

State: Connecticut

Construction Type: Building

County: New Haven County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	02/15/2019
3	03/08/2019

ASBE0033-002 06/01/2018

	Rates	Fringes
HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 40.21	29.30

* BRCT0001-001 01/07/2019

	Rates	Fringes
BRICKLAYER.....	\$ 34.72	32.55

* BRCT0001-005 01/07/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 34.72	32.55

CARP0326-022 05/07/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 33.14	25.74

CARP0326-023 05/07/2018

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, Soft Floor Layer - Vinyl and Resilient).....	\$ 32.60	25.34

CARP0326-024 05/07/2018

	Rates	Fringes
FLOOR LAYER: Carpet Only.....	\$ 32.60	25.34

CARP0326-025 05/07/2018

	Rates	Fringes
FLOOR LAYER: Hardwood Floors Only.....	\$ 32.60	25.34

CARP0326-026 05/07/2018

	Rates	Fringes
METAL BUILDING ERECTOR (Metal Siding / Wall Panels).....	\$ 32.60	25.34

CARP0326-027 05/07/2018

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 32.60	25.34

CARP0326-036 05/07/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.60	25.34

ELEC0090-012 06/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 37.50	3%+27.91

 ELEC0090-013 06/01/2018

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only)	\$ 37.50	3%+27.91

ELEC0090-014 06/01/2018

	Rates	Fringes
ELECTRICIAN (Communication Technician)	\$ 37.50	3%+27.91

ELEC0090-015 06/01/2018

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	\$ 37.50	3%+27.91

ELEC0488-003 06/01/2018

	Rates	Fringes
ELECTRICIAN (HVAC/Temperature Controls Installation)	\$ 38.82	3%+26.25

ELEV0091-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	\$ 53.37	33.705+a+b

ENG10478-004 09/30/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe)	\$ 38.49	24.30

ENG10478-005 09/30/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer)	\$ 38.49	24.30

ENG10478-012 09/30/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)	\$ 38.49	24.30

ENG10478-016 09/30/2018

	Rates	Fringes
--	-------	---------

POWER EQUIPMENT OPERATOR
(Loader)\$ 39.55 24.30

IRON0424-001 06/30/2018

Rates Fringes

IRONWORKER (Reinforcing,
Structural, Ornamental).....\$ 35.47 35.14

LABO0455-001 04/01/2018

Rates Fringes

LABORER (Mason Tender-
Cement/Concrete).....\$ 30.55 19.84

PAIN0011-014 06/01/2018

Rates Fringes

GLAZIER.....\$ 37.18 21.05

PAIN0011-021 06/01/2018

Rates Fringes

PAINTER (Brush and Roller).....\$ 33.62 21.05

PAIN0011-023 06/01/2018

Rates Fringes

PAINTER (Drywall
Finisher/Taper).....\$ 34.37 21.05

PLUM0777-001 06/01/2018

Rates Fringes

PLUMBER.....\$ 42.62 31.21

PLUM0777-008 06/01/2018

Rates Fringes

PIPEFITTER (Includes HVAC
Pipe Installation).....\$ 42.62 31.21

ROOF0009-001 01/01/2018

Rates Fringes

ROOFER.....\$ 35.97 19.73

SHEE0040-001 07/01/2018

Rates Fringes

SHEET METAL WORKER (Including

HVAC Unit Installation).....\$ 37.50 36.79

SHEE0040-002 07/01/2018

Rates Fringes

SHEET METAL WORKER (Metal
Flashing and HVAC Duct
Installation Only).....\$ 37.50 36.79

SHEE0040-008 07/01/2018

Rates Fringes

SHEET METAL WORKER (Metal
Roofs Installation).....\$ 37.50 36.79

TEAM0677-001 04/01/2018

Rates Fringes

TRUCK DRIVER (Dump Truck).....\$ 29.33 23.33

SUCT2016-005 09/19/2018

Rates Fringes

LABORER: Common or General.....\$ 27.85 18.04

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from; or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAWG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

All Trade Industries
Original Request for Proposal

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• Page 7	Disclosure of Outstanding Financial Obligations
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• Page 13	Byrd Anti-Lobbying Amendment Certification
• Page 14	Disclosure of Lobbying Activities
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• Page 17	Attachment C Document
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CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Schoolbag Department: HCL Food Services
Contract Number: Adam Martin
Project: Install New Freezer / Generator
Date: 1/17/19
Description of Work/Scope: Install New Freezer / Generator
Contract Term:
Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VII. In addition, all Carriers are subject to approval by the City of Waterbury.

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

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

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

Excess/Umbrella Liability: NA

Builder's Risk/Installation Floater Insurance: NA

Contractors Pollution Liability Insurance: NA

Professional Liability/E&O: NA

Other Insurance Required: NA

Waiver for Additional Insured Endorsement and Waiver of Subrogation:

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

[Signature]
1/17/19

CORPORATE RESOLUTION

I, Giovanni Onesti, hereby certify that I am the duly elected and acting Secretary of ALL TRADE INDUSTRIES, INC. organized and existing under the laws of the State of CONNECTICUT. I 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 19 day of April, 2019.

"It is hereby resolved that Giovanni Onisni, 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 ALL TRADE INDUSTRIES Corporation this 19 day of
APRIL, 2019.

[Signature]
Secretary

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

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2004)
Person(s) or Entity(ies) Conducting Business with the City

El. 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 WATFORD
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201)
Personnel Position 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 facts as 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 Ordinances and, thereby, subject to the remedies set forth in §§39.74 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.

ALL TRADE INDUSTRIES
(Name of Company, if applicable)

[Signature]
Signature of Individual (or Authorized Signatory)

1-19-19
Date

GIORGIO ORSINI (member)
Print or Type Name and Title (if applicable)

DELIVERED

☐ By Mail



Hand-Delivered



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 any agreement whereby the city leases, grants or conveys 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

'88: _____

County of NEW HAVEN

GIORGIO CHIARI being first duly sworn, deposes and says that:

I am the owner, partner, officer, representative, agent or PARTNER of ALTAIR INDUSTRIES Contractor's Name, the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Services or Material	DOB
1		NONE		
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE			
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1	NONE	
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the 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

(2b) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1				
2				
3				
4				

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

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1					
2					
3					
4					

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/Solo Proprietor

Address of Business

State of CONNECTICUT)

) SS

County of NEW HAVEN)

Giovanni Orsini being duly sworn,

Deposes and says that he/she is MEMBER of ATI and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 18th day of April 2019

ANNE L. GUERRERA
NOTARY PUBLIC

(Notary Public)

My Commission Expires: _____

MY COMMISSION EXPIRES JAN. 31, 2022

For Corporation:

Michael
Witness

[Signature]
Name of Corporate Signatory

94 EDWIN AVE
Address of Business

Affix
Corporate
Seal

By: GIOVANNI ORSINI
Name of Authorized Corporate Officer

His/ MEMBER
Title

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

State of CT)

) SS

County of Newtown)

Giovanni Onesti

being duly sworn,

deposes and says that he/she is Member of AIJ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 18th day of April, 2019.

ANNE L. GUERRERA
NOTARY PUBLIC

(Notary Public)

My Commission Expires

MY COMMISSION EXPIRES JAN. 31, 2020

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with the one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statute and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, it will not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(1) The prospective recipient of monies hereby certifies, by submission of the attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

ALL TRADE INDUSTRIES LLC
94 LEWIN AVE
~~WATERBURY CT.~~
GIOVANNI ONSTADT member
[Signature]
Date: 4-19-19

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] ALL TRADE INDUSTRIES certifies, to the best of his or her knowledge, that:

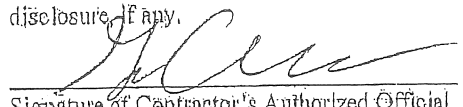
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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] ALL TRADE INDUSTRIES, 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

GIOVANNI ORSINI MEMBER
Name and Title of Contractor's Authorized Official

4-19-19
Date

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 51 U.S.C. 1352

2-6c.

ATTACHMENT 1

SCOPE OF SERVICES

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 essentially that the Proposal is made without any collusion with other persons, firms, or corporations; that Propositor has carefully examined the entire Request for Proposal that Propositor 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 this City of Waterbury's written notice as provided, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (Insert into)

1 _____ 4 _____
2 _____ 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.

13-4219057
Social Security Number
or Federal Identification Number

All Trade Industries, LLC
Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

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

Name: Giovanni Orsini
By: member
(Title)
Business Address: 94 Edwin Ave. Waterbury, CT 06708
(City, State, Zip Code)

Phone: (203) 759-5709

Date: 4-23-2019

Note: If the Propositor 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.

Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

All Trade Industries, LLC
94 Edwin Avenue
Waterbury, CT 06708

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-04-701
Columbus, OH 43215
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 Street
Waterbury, CT 06702

BOND AMOUNT: 10%

Ten Percent of Amount Bid

PROJECT:

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

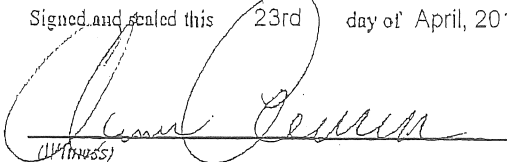
City of Waterbury, Walk-in Freezer, Cooler & Generator

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 23rd day of April, 2019.


(Principal)

All Trade Industries, LLC

(Principal)

(Seal)

By:

(Title)

MEMBER

Nationwide Mutual Insurance Company

(Surety)

(Seal)

By:

(Title) Maureen Pero

Attorney-in-Fact



Power of Attorney

Principal Name: All Trade Industries, LLC

Obligee Name: City of Waterbury

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Maureen Pero

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

\$50,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

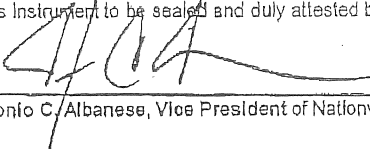
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

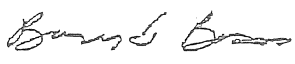

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK; ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

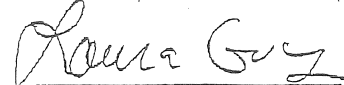
BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019


Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

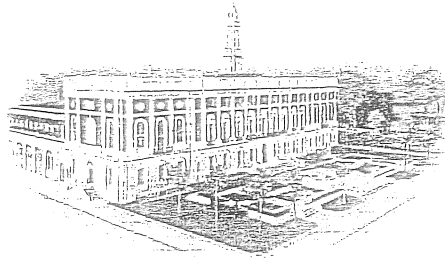
I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of April, 2019.


Assistant Secretary



WATERBURY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 9, 2019

RFP #: 6319

Project Title: Walk-in Freezer, Cooler & Generator

Special Note: There has been a change to the project and we will no longer need drains or a pump for the Freezer and Cooler. New drawings will be available for pickup at the Food Service Department, 62 Harper Ave. Waterbury CT 06705, on April 15, 2019. The RFP due date has been changed from April 15, 2019 to April 23, 2019 at 10:30a.m. Please have all proposals submitted to the Purchasing Department by this time.

Please refer to the questions and answers below.

1. **Question:** Please confirm on Print E2: 1. Electrical Sizing for A) TR3 150 KVA 460V/3 to 208/3; B) EP1 400A 60 CKTS MLO 480/3; C) ATS1 400A 208/3, Does not match with panel schedule. 2 Name and contact of current fire alarm monitor/maintenance contractor for the building 3. Are all pipes from compressors to be buried below grade?

Answer: (a) The New Emergency Panelboard "EP1" schedule header on drawing E2 indicates in error 42 circuits in lieu of the 60 circuits shown. (b) The new fire alarm devices are indicated on drawing E1 to be connected into the existing fire alarm control panel "Simplex", mode 2350, as per the Construction Notes, item #20. For the name of the contact for the current fire alarm monitor/maintenance contractor, please contact the building's Owner. (c) Contact the refrigeration contractor in regards to the refrigeration piping located outside, if buried or exposed.

2. **Question:** Please provide a specification for Heater Slurry Coat for the walk in freezer on drawing A2.

Answer: Please see attached 03300 Concrete Specification.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

SECTION 03300 - CAST IN PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Slabs on grade.
- B. Control and contraction joint devices associated with concrete work.
- C. Footings and Foundation walls.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Concrete - Slab-on-fill or Grade: By the square foot. Includes concrete, placement accessories, consolidating and leveling, troweling, curing.
- B. Concrete - Vertical in Forms: By the cubic yard. Includes concrete, placement accessories, consolidating, curing.
- C. Concrete - Miscellaneous Locations: By the cubic yard. Includes concrete, placement accessories, consolidating and leveling, troweling, curing.

1.3 REFERENCES

- A. ACI 211.1 - Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
- B. ACI 211.2 - Selecting Proportions for Structural Lightweight Concrete.
- C. ACI 301 - Structural Concrete for Buildings.
- D. ACI 302 - Guide for Concrete Floor and Slab Construction.
- E. ACI 304 _ Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- F. ACI 305R _ Hot Weather Concreting.
- G. ACI 306R _ Cold Weather Concreting.

CAST-IN-PLACE CONCRETE
03300-2

-
- H. ACI 308 - Standard Practice for Curing Concrete.
 - I. ACI 318 _ Building Code Requirements for Reinforced Concrete.
 - J. ASTM B221 - Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
 - K. ASTM C33 _ Concrete Aggregates.
 - L. ASTM C94 _ Ready_Mixed Concrete.
 - M. ASTM C150 _ Portland Cement.
 - N. ASTM C260 _ Air Entraining Admixtures for Concrete.
 - O. ASTM C330 - Light Weight Aggregates For Structural Concrete.
 - P. ASTM C494 _ Chemical Admixtures for Concrete.
 - Q. ASTM C618 - Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
 - R. ASTM C948 - Test Method for Dry and Wet Bulk Density, Water Absorption and Apparent Porosity of Thin Sections of Glass-Fiber-Reinforced Concrete.
 - S. ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type).
 - T. ASTM D1190 _ Concrete Joint Sealer, Hot_Poured Elastic Type.
 - U. ASTM D1751 _ Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
 - V. ASTM D1752 _ Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.4 SUBMITTALS FOR REVIEW

- A. Product Data: Provide data on joint devices, attachment accessories, and admixtures.

1.5 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent Work.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

- A. Contract Closeout: Procedures for submittals.
- B. Accurately record actual locations of embedded utilities and components which are concealed from view.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301.
- B. Acquire cement and aggregate from same source for all work.
- C. Conform to ACI 305R when concreting during hot weather.
- D. Conform to ACI 306R when concreting during cold weather.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal Portland type.;
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Lightweight Aggregate: ASTM C330.
- D. Water: Clean and not detrimental to concrete.

2.2 ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494 Type A _ Water Reducing, Type D _ Water Reducing and Retarding, Type E _ Water Reducing and Accelerating, Type F - Water Reducing, High Range,.

2.3 ACCESSORIES

- A. Bonding Agent: Polymer resin emulsion.
- B. Vapor Retarder: 6 mil thick clear polyethylene film, type recommended for below grade application.
- C. Non_Shrink Grout: Premixed compound consisting of non_metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2700 psi in 48 hours and 7,000 psi in 28 days.

2.4 CONCRETE MIX

- A. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
- B. Select proportions for normal weight concrete in accordance with ACI 301.
- C. Select aggregate proportions for light weight concrete in accordance with ASTM C330, ACI 301, and ACI 318.
- D. Provide concrete to the following criteria: (See Schedule at end of this Section for concrete types and finishes)

2000 psi compressive strength at 28 days, normal weight aggregate
Maximum aggregate size 1"
Slump 5" \pm 1"

3000 psi compressive strength at 28 days, normal weight aggregate
Maximum aggregate size 1"
Slump 3" \pm 1"

3000 psi compressive strength at 28 days, lightweight aggregate
107 to 113 pcf,
Slump 4" \pm 1"

4000 psi compressive strength at 28 days, normal weight aggregate
Maximum aggregate size 1"
Slump 4" \pm 1"

- E. Use accelerating admixtures in cold weather only when approved by Architect/Engineer. Use of admixtures will not relax cold weather placement requirements.
- F. Use calcium chloride only when approved by Architect/Engineer.
- G. Use set retarding admixtures during hot weather only when approved by Architect/Engineer.
- H. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non_shrink grout.

- C. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301, and ACI 318.
- B. Notify Architect/Engineer minimum 24 hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, and formed expansion and contraction joints are not disturbed during concrete placement.
- D. Install vapor retarder under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
- E. Install 2 inch thick board insulation on interior vertical face of exterior foundation walls. Insulation shall extend from underside of slab to two feet below exterior grade line. Install 2 inch board insulation at exterior perimeters of interior slab on grade. Insulation shall extend horizontally from exterior foundation wall two feet to the interior directly below slab on grade.
- F. Repair vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.
- G. Separate slabs on grade from vertical surfaces with 1/2 inch thick joint filler.
- H. Place joint filler in floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- I. Install joint devices in accordance with manufacturer's instructions.
- J. Install construction joint devices in coordination with floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- K. Install joint device anchors. Maintain correct position to allow joint cover to be flush with finish.

WATERBURY SCHOOLS FIRE CODE IMPROVEMENTS
WATERBURY, CT
CAST-IN-PLACE CONCRETE
03300-7

- L. Apply sealants in joint devices.
- M. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- N. Place concrete continuously between predetermined expansion, control, and construction joints.
- O. Do not interrupt successive placement; do not permit cold joints to occur.
- P. Place floor slabs in pattern indicated.
- Q. Saw cut joints within 24 hours after placing.

3.4 CONCRETE FINISHING

- A. Provide formed concrete surfaces to be left exposed with sack rubbed finish.

3.5 CURING AND PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.6 FIELD QUALITY CONTROL

- A. Provide free access to Work and cooperate with appointed firm.
- B. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of Work.
- C. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- D. Three concrete test cylinders will be taken for every 25 or less cu yds of each class of concrete placed each day.

WATERBURY SCHOOLS FIRE CODE IMPROVEMENTS
WATERBURY, CT
CAST-IN-PLACE CONCRETE
Q3300-8

- E. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- F. One slump test will be taken for each set of test cylinders taken.

3.7 PATCHING

- A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.
- C. Patch imperfections as directed.

3.8 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by the Architect/Engineer.
- C. Do not patch, fill, touch_up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

3.9 SCHEDULE - CONCRETE TYPES AND FINISHES

- A. Concrete slab on grade, supported slabs, and concrete fill on steel pan stair treads, normal weight aggregate concrete, 3000 psi compressive strength at 28 days, steel trowel finish.
- B. Footings, normal weight aggregate concrete, 3000 psi compressive strength at 28 days, bull float finish.
- C. Foundation walls, normal weight aggregate concrete, 3000 psi compressive strength at 28 days, below grade shall be form finish, above grad and exposed to view shall be sack rubbed finish.

WATERBURY SCHOOLS FIRE CODE IMPROVEMENTS
WATERBURY, CT
CAST-IN-PLACE CONCRETE

03300-9

- D. Exterior stair slab on grade and walkways, normal weight aggregate concrete, 3000 psi compressive strength at 28 days, troweled with broom finish.

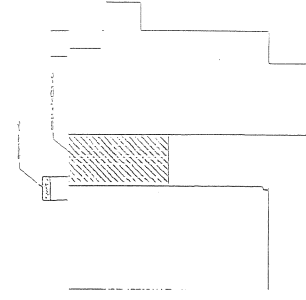
END OF SECTION

NEW WALK-IN COOLER & FREEZER

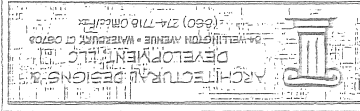
FOOD SERVICE - CITY OF WATERBURY
562 CAPTAIN NEVILLE DRIVE
WATERBURY, CONNECTICUT

GENERAL NOTES

1. GENERAL CONTRACTOR AND/OR SUBCONTRACTOR SHALL ADHERE TO THE FOLLOWING GENERAL NOTES AND SPECIFICATIONS UNLESS INSTRUCTED OTHERWISE IN THE DRAWINGS AND/OR IN WRITING BY THE ARCHITECT.
2. ALL WORK SHALL CONFORM TO STATE AND LOCAL CODES, LAWS, RULES AND ORDINANCES, AND ALL APPLICABLE STANDARDS, SPECIFICATIONS, AND WEATHER SPECIFICALLY SHOWN OR NOT.
3. GENERAL CONTRACTOR SHALL VISIT SITE AND BECOME THOROUGHLY FAMILIAR WITH PROJECT BEFORE SUBMITTING HIS BID. GENERAL CONTRACTOR WILL BE HELD RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS AND CONDITIONS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING. CONTRACTORS SHALL NOT ASSUME RESPONSIBILITY FOR CORRECTING ERRORS OR OMISSIONS IN THE DRAWINGS FROM THE ARCHITECT.
4. WHERE A PRODUCT IS SPECIFIED BY A PARTICULAR MANUFACTURER, THE RESPONSIBLE CONTRACTOR SHALL FURNISH AND INSTALL THE PRODUCT IN STRICT ACCORDANCE WITH THE MANUFACTURER'S BEST STANDARDS AND SPECIFICATIONS.
5. WORK INCLUDED IN THIS CONTRACT SHALL BE ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE THE PROPOSED CONSTRUCTION AS SHOWN OR IMPLIED IN DRAWINGS AND SPECIFICATIONS. WORK INCLUDED IN THIS CONTRACT SHALL BE ACCORDING TO THE TRUE INTENT OF THE DRAWINGS AND SHALL BE FIRST CLASS IN ALL RESPECTS.
6. THE CONTRACTORS ARE RESPONSIBLE FOR DIMENSIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE AND FOR INFORMATION THAT PERTAINS TO THE FABRICATION PROCESSES, OR TO TECHNIQUES FOR CONSTRUCTION AND COORDINATION OF THE WORK OF ALL TRADES.
7. THE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTANCE OF ANY WORK PERFORMED. HE SHALL HAVE THE RIGHT TO ORDER THE REMOVAL OF DEFECTIVE WORK AND MATERIALS AND ITS REPLACEMENT WITHOUT ANY ADDITIONAL COST TO THE OWNER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY BRACING AND PROTECTING ALL WORK DURING CONSTRUCTION AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTIONS AND MISALIGNMENT ACCORDING TO APPLICABLE CODES, STANDARDS AND GOOD PRACTICE.




BUILDING KEY PLAN
SCHEDULE




NEW WALK-IN COOLER AND FREEZER
562 CAPTAIN NEVILLE DRIVE
WATERBURY, CONNECTICUT
PROJECT
DATE 1-3-2011
SCALE 1/8" = 1'-0"
DRAWING NO. 101
COVER SHEET

CS

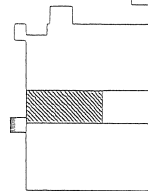
PROJECT FOOD SERVICE - CITY OF WATERBURY 581 CAPTAIN NEWBLE DRIVE WATERBURY, CONNECTICUT	DRAWING PROPOSED COOLER & FREEZER PLAN
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ARCHITECTURAL DESIGNS & DEVELOPMENT, LLC
 54 WELLINGTON AVENUE - WATERBURY CT 06705
 (860) 274-7718 OFFICE



BUILDING KEY PLAN
SCALE: 1/8" = 1'-0"



1. EQUIPMENT SELECTION

2. LOADING

3. UNLOADING

4. STORAGE

5. MAINTENANCE

6. REPAIRS

7. REPLACEMENT

8. DISPOSAL

9. RECYCLING

10. ENVIRONMENTAL IMPACT

11. SAFETY

12. REGULATIONS

13. TRAINING

14. OPERATION

15. INSPECTION

16. RECORDS

17. REPORTING

18. COMPLIANCE

19. ACCIDENT INVESTIGATION

20. HAZARDOUS WASTE

21. HAZARDOUS MATERIALS

22. HAZARDOUS SUBSTANCES

23. HAZARDOUS WASTE MANAGEMENT

24. HAZARDOUS WASTE TREATMENT

25. HAZARDOUS WASTE DISPOSAL

26. HAZARDOUS WASTE STORAGE

27. HAZARDOUS WASTE TRANSPORT

28. HAZARDOUS WASTE IDENTIFICATION

29. HAZARDOUS WASTE LABELING

30. HAZARDOUS WASTE RECORDS

31. HAZARDOUS WASTE REPORTING

32. HAZARDOUS WASTE COMPLIANCE

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178. HAZARDOUS WASTE REPORTING

179. HAZARDOUS WASTE COMPLIANCE

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181. HAZARDOUS WASTE TRAINING

182. HAZARDOUS WASTE OPERATION

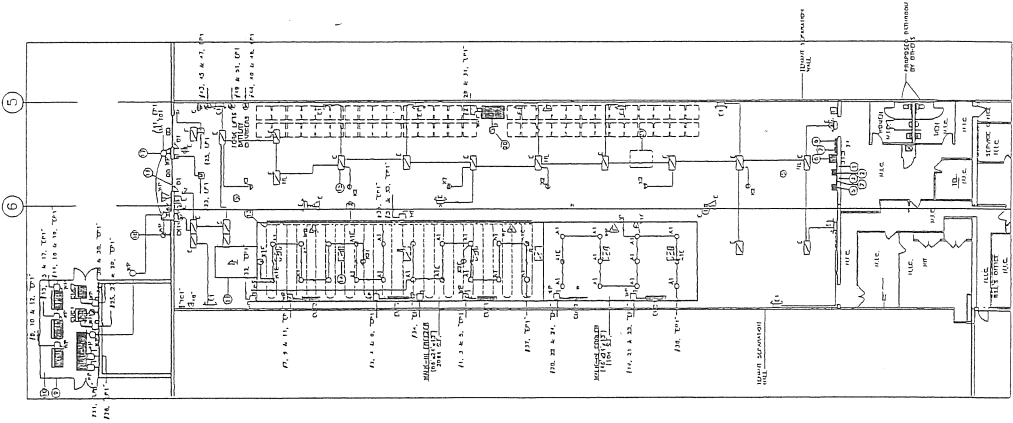
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184. HAZARDOUS WASTE RECORDS

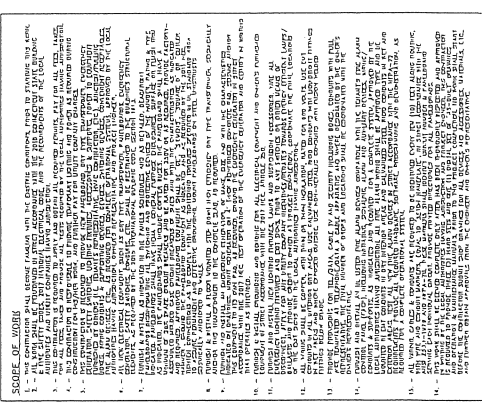
185. HAZARDOUS WASTE REPORTING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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PROPOSED COOLER & FREEZER PLAN - ELECTRICAL

[illegible]

DUMITRU T. PETRESCU, P.E., LLC
557 ROUTE 167
HAWDEN, CT 06514
E-MAIL: - dumt@comcast.net
OFFICE: (203) 207-9995
FAX: (203) 207-9955

REDDER FOOD SERVICE - CITY OF WATERBURY
563 CAPTAIN NERLIE DRIVE
WATERBURY, CONNECTICUT

DATE : 12-22-
SCALE : NOTED
PAGE : 15

DATE	10/10/00
BY	WJ
CHECKED BY	WJ
SCALE	AS SHOWN
PROJECT	WATERSBURG
SHEET NO.	1
TOTAL SHEETS	1

ARCHITECTURAL DESIGNS & DEVELOPMENT, LLC
 24 WOLFELOTT AVENUE, WATERSBURG, CT 06895
 (860) 274-7700

PROPOSED COOLER & FREEZER PLAN
 PLUMBING & FIRE PROTECTION
 PROJECT: 583 CAPTAIN MERRILL DRIVE
 WATERSBURG, CONNECTICUT
 PREPARED FOR: CITY OF WATERSBURG
 SCALE: 1/8" = 1'-0"

PEP1

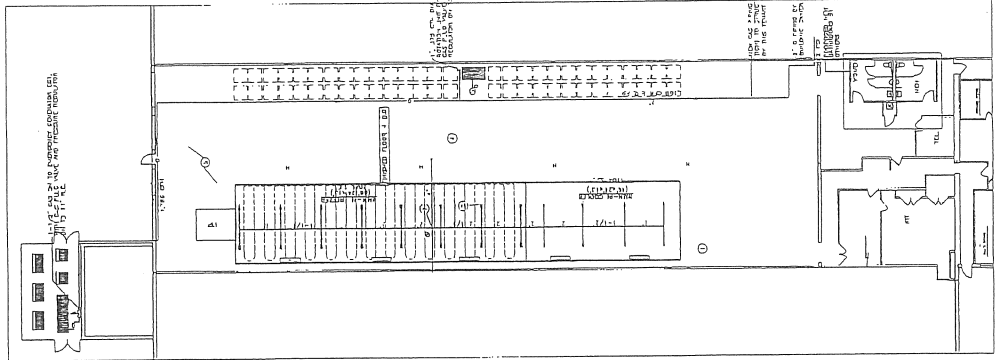
DATE	10/10/00
BY	WJ
CHECKED BY	WJ
SCALE	AS SHOWN
PROJECT	WATERSBURG
SHEET NO.	1
TOTAL SHEETS	1

DESIGNATION - SCALE OF AREA
 1 - COOLER & FREEZER
 2 - PLUMBING & FIRE PROTECTION
 3 - ELECTRICAL
 4 - MECHANICAL
 5 - STRUCTURAL
 6 - CIVIL
 7 - LANDSCAPE ARCHITECTURE
 8 - INTERIOR DESIGN
 9 - EXTERIOR DESIGN
 10 - GENERAL CONTRACTOR
 11 - SPECIALTY CONTRACTOR
 12 - ARCHITECTURAL RENDERING
 13 - PHOTOGRAPHY
 14 - VIDEO PRODUCTION
 15 - AUDIO PRODUCTION
 16 - PUBLICATION DESIGN
 17 - WEB DESIGN
 18 - MOBILE APPLICATION DESIGN
 19 - SOCIAL MEDIA STRATEGY
 20 - MARKETING STRATEGY
 21 - FINANCIAL ANALYSIS
 22 - BUSINESS PLAN
 23 - INVESTMENT PROPOSAL
 24 - FEASIBILITY STUDY
 25 - MARKET RESEARCH
 26 - CUSTOMER SURVEY
 27 - COMPETITOR ANALYSIS
 28 - SWOT ANALYSIS
 29 - PORTFOLIO DEVELOPMENT
 30 - BRAND STRATEGY
 31 - VISUAL IDENTITY
 32 - WRITING
 33 - EDITING
 34 - LAYOUT DESIGN
 35 - PRINTING
 36 - DISTRIBUTION
 37 - SALES PROMOTION
 38 - PUBLIC RELATIONS
 39 - COMMUNITY ENGAGEMENT
 40 - CRISIS MANAGEMENT
 41 - LEGAL COUNSEL
 42 - TAX ADVICE
 43 - ACCOUNTING
 44 - FINANCIAL REPORTING
 45 - COMPLIANCE
 46 - RISK MANAGEMENT
 47 - INSURANCE
 48 - EMPLOYMENT
 49 - TRAINING
 50 - PERFORMANCE EVALUATION
 51 - QUALITY MANAGEMENT
 52 - SUPPLY CHAIN MANAGEMENT
 53 - LOGISTICS
 54 - INVENTORY MANAGEMENT
 55 - PROCUREMENT
 56 - VENDOR MANAGEMENT
 57 - CONTRACT MANAGEMENT
 58 - PROJECT MANAGEMENT
 59 - TIME MANAGEMENT
 60 - RESOURCE MANAGEMENT
 61 - BUDGET MANAGEMENT
 62 - RISK ASSESSMENT
 63 - CHANGE MANAGEMENT
 64 - COMMUNICATIONS
 65 - TEAM BUILDING
 66 - MOTIVATION
 67 - LEADERSHIP
 68 - DELEGATION
 69 - DELEGATION OF AUTHORITY
 70 - DELEGATION OF RESPONSIBILITY
 71 - DELEGATION OF ACCOUNTABILITY
 72 - DELEGATION OF DECISION-MAKING
 73 - DELEGATION OF IMPLEMENTATION
 74 - DELEGATION OF EVALUATION
 75 - DELEGATION OF FEEDBACK
 76 - DELEGATION OF SUPPORT
 77 - DELEGATION OF RESOURCES
 78 - DELEGATION OF INFORMATION
 79 - DELEGATION OF KNOWLEDGE
 80 - DELEGATION OF SKILLS
 81 - DELEGATION OF ATTITUDE
 82 - DELEGATION OF BEHAVIOR
 83 - DELEGATION OF EMOTION
 84 - DELEGATION OF THOUGHT
 85 - DELEGATION OF FEELING
 86 - DELEGATION OF BELIEF
 87 - DELEGATION OF OPINION
 88 - DELEGATION OF JUDGMENT
 89 - DELEGATION OF WISDOM
 90 - DELEGATION OF FAITH
 91 - DELEGATION OF HOPE
 92 - DELEGATION OF LOVE
 93 - DELEGATION OF GRACE
 94 - DELEGATION OF MERCY
 95 - DELEGATION OF KINDNESS
 96 - DELEGATION OF GENTLENESS
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 98 - DELEGATION OF SELF-CONTROL
 99 - DELEGATION OF PEACE
 100 - DELEGATION OF JOY

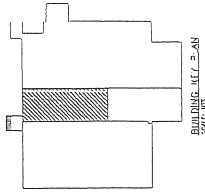
ARCHITECT: RICHARD F. PETRUSO, P.E., LIC.
 583 CAPTAIN MERRILL DRIVE
 WATERSBURG, CT 06895
 PHONE: (860) 274-7700
 FAX: (860) 274-7701

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
 2. THE DESIGNER HAS BASED THIS DESIGN ON THE INFORMATION PROVIDED BY THE OWNER AND THE CITY OF WATERSBURG. THE DESIGNER HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE.
 3. THE DESIGNER HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE.

- EXPLANATION NOTES:
1. COOLER & FREEZER
 2. PLUMBING & FIRE PROTECTION
 3. ELECTRICAL
 4. MECHANICAL
 5. STRUCTURAL
 6. CIVIL
 7. LANDSCAPE ARCHITECTURE
 8. INTERIOR DESIGN
 9. EXTERIOR DESIGN
 10. GENERAL CONTRACTOR
 11. SPECIALTY CONTRACTOR
 12. ARCHITECTURAL RENDERING
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 95. DELEGATION OF KINDNESS
 96. DELEGATION OF GENTLENESS
 97. DELEGATION OF PATIENCE
 98. DELEGATION OF SELF-CONTROL
 99. DELEGATION OF PEACE
 100. DELEGATION OF JOY



PROPOSED COOLER & FREEZER PLAN - PLUMBING & FIRE PROTECTION
 SCALE: 1/8" = 1'-0"



BUILDING DETAIL PLAN
 SCALE: 1/8" = 1'-0"

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2.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES... ..	2
3.	CONSTRUCTION PROGRESS SCHEDULE.....	2
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1. PLANS AND SPECIFICATIONS AT THE SITE

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. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

- A. Shop Drawings, catalog cuts and samples shall be submitted in the number of copies and manner as directed by the Supplemental General Conditions, Article 11, and shall show all work and materials in detail. Details on the Shop Drawings shall be large scale and/or full size.
- B. The Contractor shall review the Shop Drawings, catalog cuts and samples, stamp with its approval and submit them with reasonable promptness and in orderly sequence to the Project Engineer, so as to cause no delay in the Contractor's work or in the work of any subcontractor. Shop Drawings, catalog cuts and samples shall be properly identified as specified for item, material, workmanship (when required), and the Project. At submission, the Contractor shall inform the Project Engineer, in writing, of any deviation in the Shop Drawings, catalog cuts and samples from the requirements of the Contract Documents.
- C. The Project Engineer will review Shop Drawings, catalog cuts and samples within seven (7) working days but only for conformance with the design concept of the Project and with the information given in the Contract Documents.
- D. The Contractor shall make any corrections required by the Project Engineer and shall resubmit the required number of corrected copies of Shop Drawings, catalog cuts and samples.
- E. The Project Engineer's review and approval of Shop Drawings, catalog cuts and samples will be general only and shall not relieve the Contractor of responsibility for errors in dimensions, for construction and fit, or for any departure from the contract requirements unless such departure has received the City's written approval.
- F. No work governed by Shop Drawings, catalog cuts or samples shall be fabricated, delivered or installed until final approval is obtained.

3. CONSTRUCTION PROGRESS SCHEDULE

- A. Within one (1) week after the Notice to Proceed, and prior to commencement of

any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control measures, Water Control Plan and Environmental Protection Plan.

- B. The Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule which shall be revised as required.

4. ESTIMATED QUANTITIES

The Estimated Quantities for the Project have been furnished on the Bid Form. Within the limits of available funds, the Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

5. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

- A. Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.
- B. The Contractor's requisition for payment shall be subdivided into items to correspond with the approved schedule and shall be in such numbers of copies as may be designated by the City.

6. PARTIAL PAYMENTS

- A. 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.

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

7. CONSTRUCTION EQUIPMENT

- A. 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.
- B. 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.

8. INSPECTION AND TESTS

- A. All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- B. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- C. If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

9. UTILITIES

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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).

10. SEDIMENTATION AND EROSION CONTROL

All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended. The Contractor shall submit the Sedimentation and Erosion Control measures for the approval of the Engineer within one (1) week after the Notice to Proceed.

11. DEWATERING AND WATER CONTROL

The Contractor shall be responsible for all dewatering required to complete the Contract including, but not limited to, pumping, well points, trenches, excavations, water control structures and cofferdams, which may be required to properly complete this Project. Particular attention is called for regarding fluctuation in water levels due to precipitation. No extra compensation will be allowed, due to water level fluctuation. The Contractor shall submit the Water Control Plan for the approval of the Engineer within one (1) week after the Notice to Proceed. (See the appropriate section in the Technical Specifications for further information.)

12. DUST AND SPILLAGE CONTROL

- A. 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.

- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

13. WINTER EROSION CONTROL MEASURES

Seeding and plantings shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a winter erosion control plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate, in sufficient detail, the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the Project and adjacent flora and fauna.

14. PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

- A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's Work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
- B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.
- C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
- D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the

constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Engineer.

- E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act.
- F. The Contractor shall construct or install all temporary erosion control features as indicated in the Plans. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.
- G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Engineer.
- H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.
- I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

15. ENVIRONMENTAL PROTECTION PLAN

Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

- A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
- B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
- C. Procedures to be implemented by the Contractor to provide the required

environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

- D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
- E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.
- G. Traffic control plan when necessary.
- H. Methods of protecting surface and ground water during construction activities.
- I. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for making the limits of use areas.

16. TEMPORARY UTILITIES

- A. Unless otherwise provided for in the Specifications, the Contractor shall pay the cost of all temporary light, heat, electric power and water required for completion of the Contract. The necessary temporary utilities shall be installed at the start of the Project.
- B. Water for construction purposes may be taken from the Naugatuck River. If the above source is not adequate, at the Project Engineer's discretion, then potable water shall be transported to the Project. All costs of temporary water shall be paid for by the Contractor.

17. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

18. TEMPORARY TELEPHONES

The Contractor shall provide for telephone service in its office. Local calls will be paid for by the Contractor. toll calls will be paid for by the users.

19. CONSTRUCTION PICTURES

The Contractor shall provide a series of 8" by 10" color construction photographs, dated on the front and mounted on heavy stock, showing different views of the progress of the Project. Twenty pictures shall be taken during construction, two copies each. The back of each print shall be noted with the Project name, subject, date taken, location of camera, and direction of view. This shall be incidental to the Project; there shall be no separate payment for this.

20. PROGRESS MEETINGS

Progress meetings will be held weekly at locations, dates and times selected by the OWNER for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

21. EMERGENCY OPERATION PLAN DURING CONSTRUCTION

This emergency operation plan is designed to provide the Contractor with guidelines during a flood or a threatening flood period in order to protect the surrounding community.

- 1.0 The Contractor shall monitor the weather forecasts and plan construction accordingly.
- 2.0 The Contractor shall ensure that the temporary barrier in the area of the removed flood control wall is secure.
- 3.0 If the weather forecasts should indicate the possibility of a major storm system within 24 to 48 hours, the Contractor shall plan for the possibility of high water levels at the site. Also, the Contractor shall notify the Engineer and OWNER.
- 4.0 If a significant rainfall occurs, in excess of three inches, the Contractor shall maintain surveillance of the site and record water level readings every two (2) hours.
- 5.0 If the water level behind the dam rises to a potentially unsafe level, the Contractor shall remove all equipment, construction materials (i.e., fuels, solvents, hydraulic fluids, etc.) and stockpiles from the floodplain, and alert the following personnel of a potential emergency:

OWNER Representative: Linda Franzese
Engineer: TBD

- 6.0 The Contractor shall maintain sufficient equipment and manpower at the site

in order to react to a flooding emergency.

- 7.0 Compensation: No additional compensation shall be made to the Contractor for damages resulting from high water or from time lost due to inclement conditions or river flows such that work within the Project site is not feasible.
- 8.0 The Contractor shall submit a detailed Emergency Operations and Flood Contingency Plan before any work commences. Said plan shall include a detailed narrative describing the various types of emergencies and corresponding actions to be taken in response. Identified on the plans shall be the location where all construction equipment, oils, fuels, lubricants, and other supplies will be stored. The Contractor shall certify that personnel are familiar with all provisions of its plan and are able to execute same. The Contractor may use the above plan or prepare a plan of its own. In either case, the Contractor shall submit to the Engineer an emergency operation plan for approval within seven (7) days of the contract signing.

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 05/14/2019

To: Patricia Huesch
Corporation Counsel

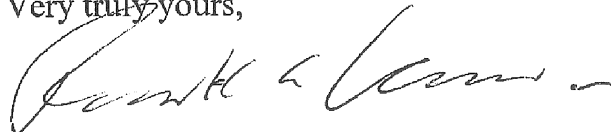
Subject: Tax Clearance

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

All Trade Industries, LLC
Giovanni Orsini
94 Edwin Ave.
Waterbury, CT 06708

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

Very truly yours,



FAC/wmf

Frank A. Caruso Jr. CCMC
Revenue Collections Manager
City of Waterbury

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 loans, lease by way of concession, concession agreement, permit, or any agreement whereby the city loans, grants or donates property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department, office, or other subdivision of the City of Waterbury.

State of CONNECTICUT

SS.: _____

County of NEW HAVEN

GIORGIO CRISTO, being first duly sworn, deposes and says that:

I am the owner, (partner) officer, representative, agent or PARTNER of ALLIANCE INDUSTRIES (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (If none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

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

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

Name	Title	Affiliated Company (If none state NONE)	Service or Material	DOB
1	NONE			
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1	NONE	
2		
3		
4		

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

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

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

	Name	Title	DOB	Stock %
1				
2				
3				
4				

NONE

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

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1					
2					
3					
4					

NONE

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

NONE

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of CONNECTICUT)

) SS

County of NEW HAVEN)

Giovanni Orsini being duly sworn,

Deposes and says that he/she is MEMBER of ATZ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 18th day of April, 2019

ANNE L. GUERRERA
NOTARY PUBLIC

(Notary Public)

My Commission Expires: _____
MY COMMISSION EXPIRES JAN. 31, 2022

For Corporation -

[Signature]
Witness

[Signature]
Name of Corporate Signatory

94 EDWIN AVE
Address of Business

Affix
Corporate
Seal

By: GIOVANNI ORSINI
Name of Authorized Corporate Officer

Its: MEMBER
Title

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

State of CT)
) ss

County of Newtown)

Giovanni Onesti being duly sworn,

deposes and says that he/she is Member of AIJ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 18th day of April, 2019.

ANNE L. GUERRERA

NOTARY PUBLIC

(Notary Public)

My Commission Expires:

MY COMMISSION EXPIRES JAN. 31, 2020



WATERBURY PUBLIC SCHOOLS

#7

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman – Supervisor (203) 574-8051 email: jgorman@waterbury.k12.ct.us

TO: Board of Education
Board of Aldermen

Date: May 31, 2019

RE: Board of Education/Aldermen Approval Request / Executive Summary/ Amendment 2 to Agreement for Athletic Trainer Services between the City of Waterbury and PTSMA, Inc. dba Select Physical Therapy

I respectfully request your approval of the above-referenced Amendment 1 to Agreement for Athletic Trainer Services between the City of Waterbury and PTSMA, Inc. dba Select Physical Therapy in the amount of \$110,000.00.

This Agreement was initiated under the Invitation to Bid process (ITB # 5137). There were two (2) original bidders for this project, with PTSMA Inc. dba Select Physical Therapy being the lowest responsible bidder. Amendment 1 represents the second of three (3) available one-year contract extension options. The vendor has been providing services since 2015 and the district is extremely satisfied.

The vendor has agreed to provide the same services at the same price as the current agreement for an additional year. Select Physical Therapy will provide athletic trainer services to student-athletes in all sports seventy-five (75) hours per week. That represents twenty (20) hours of services per week at Crosby, Kennedy, Wilby HS and fifteen (15) hours of services per week at Waterbury Career High School and responsive availability during practices and games at the discretion of the Athletic Directors.

The term of Amendment 2 is for one (1) year (365 calendar days) and the project is being funded through the Department of Education General Fund account.

Attached for your review and consideration are an original and 10 copies of the proposed Amendment 2, an affidavit of Disclosure and Certification, and a tax clearance form for PTSMA Inc., dba Select Physical Therapy.

Thank you,

Joe

Cc: William Clark, Chief Operating Officer, via email w. attachments
Doreen Biolo, Chief Financial Officer, via email w. attachments
Attorney Angela Juliani, via email w. attachments

**AMENDMENT NUMBER 2
TO
PROFESSIONAL SERVICES AGREEMENT
for
Athletic Trainer Services for Interscholastic Athletics
Waterbury Public Schools
between
The City of Waterbury, Connecticut
and
PTSMA, Inc. dba Select Physical Therapy**

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City Of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and PTSMA, Inc. dba Select Physical Therapy, located at 29 North Main Street, West Hartford, CT 06107, a State of Connecticut duly registered domestic corporation (the "Trainer/Vendor").

WHEREAS, the parties hereto executed an Agreement on November 19, 2015, for a term commencing on July 1, 2015 and terminating on June 30, 2018, for Athletic Trainer Services for Interscholastic Athletics in Waterbury Public Schools ("Agreement"); and

WHEREAS, the parties have agreed to exercise the Second Option to extend the term of this Agreement, for one additional year, commencing July 1, 2019 to June 30, 2020; and

WHEREAS, the parties further wish to amend said Agreement as follows:

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. Contract Time. Pursuant to Paragraph 5.1 of the of the November 19, 2015 Agreement, the Parties hereby agree to exercise the Second Option to extend the term of this Agreement for one additional year, commencing on July 1, 2019 and terminating on June 30, 2020

2. Scope of Services. The parties hereby agree to amend Paragraph 1.1 of the November 19, 2015 Agreement to include Athletic Trainer services for the Waterbury Career Academy High School located at 175 Birch Street, Waterbury, CT 06704. The Vender shall continue to provide the services of three (3) Certified Athletic Trainer during for the duration of this Second Option Period.

The parties further agree to amend Paragraph 1.1.2, Attachment A-2 Coverage, to provide that here shall be one trainer assigned to each of the following schools; Kennedy, Crosby and Wilby High Schools for 20 hours per week, per school. The three (3) trainers shall each be assigned hours to provide Athletic Trainer services to Career Academy for a

combined total of 15 hours per week. Cross coverage for each school will be provided as necessary, giving priority to game coverage. Services shall be in accordance with Vendor's proposal entitled, Waterbury High Schools, Sports Medicine Proposal 2018/2019 attached hereto and made part of this Amendment as **Attachment A**.

3. **Payment.** The parties hereby agree to amend Paragraph 6.1 of the November 19, 2015 Agreement to include compensation to the Trainers/Vendor in an amount not to exceed One Hundred Ten Thousand (\$110,000) for the entire term of this Second Option, commencing on July 1, 2019 to June 30, 2020, in accordance with Trainer/Vendor's proposal, as set forth in **Attachment A**.

4) All other terms, conditions and provisions of the Agreement shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto executed this contract on the dates signed below.

Witness

Sign and print two (2) witness names

PTSMA, INC. DBA SELECT PHYSICAL THERAPY.

By: _____

Print name and title

Date: _____

Witness

Sign and Print two (2) witness names

CITY OF WATERBURY

By: _____

Neil M. O'Leary, Mayor

Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\PTSMA, Inc. dba Select
Physical Therapy Amendment 1 CRT18-092\Drafts\6.13 Final Amendment 1 - Copy.doc

ATTACHMENT A

**PTSMA, Inc. dba Select Physical Therapy
Waterbury High Schools, Sports Medicine Proposal 2018/2019**

**AMENDMENT NUMBER 1
TO
PROFESSIONAL SERVICES AGREEMENT
for
Athletic Trainer Services for Interscholastic Athletics
Waterbury Public Schools
between
The City of Waterbury, Connecticut
and
PTSMA, Inc. dba Select Physical Therapy**

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City Of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and PTSMA, Inc. dba Select Physical Therapy, located at 29 North Main Street, West Hartford, CT 06107, a State of Connecticut duly registered domestic corporation (the "Trainer/Vendor").

WHEREAS, the parties hereto executed an Agreement on November 19, 2015, for a term commencing on July 1, 2015 and terminating on June 30, 2018, for Athletic Trainer Services for Interscholastic Athletics in Waterbury Public Schools ("Agreement"); and

WHEREAS, the parties have agreed to exercise the First Option to extend the term of this Agreement, for one additional year, commencing July 1, 2018 to June 30, 2019; and

WHEREAS, the parties further wish to amend said Agreement as follows:

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. **Contract Time.** Pursuant to Paragraph 5.1 of the of the November 19, 2015 Agreement, the Parties hereby agree to exercise the First Option to extend the term of this Agreement for one additional year, commencing on July 1, 2018 and terminating on June 30, 2019

2. **Scope of Services.** The parties hereby agree to amend Paragraph 1.1 of the November 19, 2015 Agreement to include Athletic Trainer services for the Waterbury Career Academy High School located at 175 Birch Street, Waterbury, CT 06704. The Vender shall continue to provide the services of three (3) Certified Athletic Trainer during for the duration of this First Option Period.

The parties further agree to amend Paragraph 1.1.2, Attachment A-2 Coverage, to provide that here shall be one trainer assigned to each of the following schools; Kennedy, Crosby and Wilby High Schools for 20 hours per week, per school. The three (3) trainers shall each be assigned hours to provide Athletic Trainer services to Career Academy for a combined total of 15 hours per week. Cross coverage for each school will be provided as

necessary, giving priority to game coverage. Services shall be in accordance with Vendor's proposal entitled, Waterbury High Schools, Sports Medicine Proposal 2018/2019 attached hereto and made part of this Amendment as Attachment A.

3. Payment. The parties hereby agree to amend Paragraph 6.1 of the November 19, 2015 Agreement to include compensation to the Trainers/Vendor in an amount not to exceed One Hundred Ten Thousand (\$110,000) for the entire term of this First Option, commencing on July 1, 2018 to June 30, 2019, in accordance with Trainer/Vendor's proposal, as set forth in Attachment A.

4) All other terms, conditions and provisions of the Agreement shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto executed this contract on the dates signed below.

Witness

Sign and print two (2) witness names

Amy Rydall-Campbell
Senior Director Communications
Amy Rydall-Campbell
Aaron Hoffman
Manager Social Media &
Communications

PTSMA, INC. DBA SELECT PHYSICAL THERAPY.

Michael E Collins
By: MICHAEL E Collins - VP of Sports
Print name and title Medicine

Date: 6/19/18

Witness

Sign and Print two (2) witness names

MARGARET E LUDY
Margaret E Ludy

CITY OF WATERBURY

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

Monroe Webster
Monroe Webster

Date: 6/19/18

APPROVED AS TO FORM

Attorney, Corporation Counsel's Office

ATTACHMENT A

PTSMA, Inc. dba Select Physical Therapy Waterbury High Schools, Sports Medicine Proposal 2018/2019

WATERBURY HIGH SCHOOLS SPORTS MEDICINE PROPOSAL (3 Athletic Trainers) 2018/2019

This is a contracted service provided by Select Physical Therapy. Three (3) Certified Athletic Trainers will be present at Waterbury High Schools 20 hours / week at Crosby, Kennedy, and Wilby and 15 hours / week at Career for a total of 75 hours / week for the 2018-19 school year. The Athletic Trainers would serve as Head Athletic Trainers at each of the Waterbury High Schools and provide all such athletic training duties, within their 75 hour work week deemed appropriate by the Athletic Directors and Athletic Trainers. The duties are listed in the enclosed Part Time Athletic Trainer description. These responsibilities range from the administration of the training room to on the field coverage. The 3 ATC's would be located at each the 4 schools.

Fall Coverage:

August 13 – August 24 Conditioning week (based on football team schedule)

August 25 – November 24 Fall Season Coverage

Game Coverage of: All Home Varsity Sports along with coverage of away varsity football, and athletic training room management.

Contracted cost: 2018-19 -- \$37,000

Winter Coverage:

November 26 – March 15 Winter Season Coverage

Monday – Friday Times to change to accommodate late game schedule

Game coverage of: All Home Varsity Sports and athletic training room management.

Contracted Cost: 2018-19 -- \$37,000

Spring Coverage:

March 18 – June 14 Spring Season Coverage

Game coverage of: All Home Varsity Sports and athletic training room management.

Contracted Cost: 2018-19 -- \$36,000

Total Yearly Cost: 2018-19 -- \$110,000

Additional Event coverage – If there are additional games which need to be covered such as tournaments or special events, the Athletic Director will notify the Athletic Trainer and the games will be covered at an additional fee of \$40 per hour per Athletic Trainer.

(*Dates are approximate)

SELECT PHYSICAL THERAPY ATHLETIC TRAINING SERVICES

A typical day at Waterbury High School for our Certified Athletic Trainer:

- 2:00 PM – 2:15 PM Administrative duties (ADM)
- 2:15 PM – 3:00 PM Pre-practice & Game preparation of athletes (TR)
- 3:00 PM – 3:30 PM Injury Assessment & Treatment (TR)
- 3:30 PM – 5:00 PM On-field coverage of games & practices (OF) (Additional hours for 3 ATC)
- 5:00 PM – 6:00 PM Follow-up care & calls to parents/medical (ADM)

Training Room Responsibilities (TR)

- ☐ Injury Assessment and recognition
- ☐ Treatment and rehabilitation that can be provided in the training room
- ☐ Injury prevention
- ☐ Communication between parents, coaches and other medical providers
- ☐ Referrals for required medical and rehabilitation
- ☐ Practice and game preparation such as taping and protective equipment
- ☐ Equipment safety (fitting, education, and maintenance instruction)

On-field and game coverage responsibilities (OF)

- ☐ Assess athletic injuries and provide on-field first aid
- ☐ Allow for a safe return to play by performing on-field care
- ☐ Establish procedures for medical emergency
- ☐ Communicate with coaching and medical staff regarding playing status

Administrative responsibilities (ADM)

- ☐ Maintain accurate records of athletic injuries and treatment
- ☐ Maintain inventory of athletic training room supplies
- ☐ Purchase necessary athletic training room supplies
- ☐ Concussion management, oversee ImPACT testing and training courses
- ☐ Supervise training room in a professional manner
- ☐ Professional appearance of athletic training room with educational information
- ☐ Update emergency files and medical history of athletes
- ☐ Establish emergency management plan & education to staff
- ☐ Red Cross - CPR and First Aid training / Sports Safety
- ☐ Administer student athletic training program
- ☐ Coordinate and name physicians for Varsity football games and for general oversight

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00024545**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the “Agreement”), is made as of this **April 9, 2019** (“Effective Date”), by and between Waterbury Public Schools (“Client”) and the College Board (the “College Board”).

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board’s College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, “Deliverables”) in accordance with the applicable schedules, which outline the Deliverables hereunder (“Schedule”); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 01, 2019 and, unless sooner terminated as provided herein, will expire on June 30, 2020 (“Initial Term”). The Client shall have the sole Option to renew this Agreement, for 3, for 3, (12) month increments (“Renewal Term”), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement or subsequent Renewals. . During any Renewal Term, this Agreement shall be subject to the College Board’s then-current fees and policies at the time of renewal. and shall be negotiated between the parties. Any such renewal shall be subject to approval pursuant to the City of Waterbury Procurement Ordinance. If, during the Term, or any Renewal term the Client decides to have the College Board support Client’s administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client’s failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client’s computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board’s direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client’s possession or under Client’s control. Upon termination of this Agreement, the College Board shall terminate Client’s access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in Schedule D Budget Schedule for the services and deliverables furnished during the 2019-2020 implementation year. Fees payable by the Client shall not exceed One hundred six Thousand Eight Form Approved By College Board Legal January 2019

Hundred Twenty-Four Dollars (\$106,824.00) and may be reduced in the event the City receive additional funding. However, Client shall not be able to request more services or deliverables than the quantity set forth on Schedule D, Budget Schedule, without an amendment to this Agreement signed by both parties for any additional amounts due. Unless otherwise indicated in a Schedule D, payment terms are Net 30. In the event that the total amount of services or deliverables exceeded the amount of this contract parties will amend the contract as per the requirements of the City's Procurement Ordinance.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") solely as result of the College Boards negligence or willful misconduct,, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused by the negligence or willful misconduct of the College Board.

7.1 To the extent permitted by law and notwithstanding any other provision of this Agreement, College Board agrees to indemnify, hold harmless, and defend the Client from and against any and all liabilities, demands, claims, fines, penalties, damages, Form Approved By College Board Legal January 2019

forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") as result of the College Boards' negligence or willful misconduct, provided, however, that the College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by the negligence or willful misconduct of the Client.

7.2 Intellectual Property Infringement Indemnification. The College Board shall defend and indemnify Client against any claim, liabilities, demands, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, by an unaffiliated third party of this Agreement that a College Board Software Product, used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New Haven County, Connecticut State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

With a copy to
Legal Department

To Client:
Neil O'Leary
Mayor

The College Board

The College Board

Waterbury Public Schools

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

236 Grand Street
Waterbury, CT 06702-1933
Tel: (203) 574-8000
noleary@waterburyct.org

9.5 Publicity. Each party agrees to make reasonable efforts to inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement. The College is aware that the Client is subject to Freedom of Information Requests and as such is legally required to disclose documents pursuant to said requests.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

9.14 Interest of City Officials. No member of the governing body of the Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement

9.15 Prohibition Against Gratuities and Kickbacks. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of this agreement.

9.16 Prohibition Against Contingency Fees. College Board 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.

9.17 City of Waterbury's Ethics Code Ordinance. College Board hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest (Chapter 39). The text of the Ethics and Conflicts of Interest 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/http://www.waterburyct.org/content/9569/9605/9613/default.aspx> click on the link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"

9.18 Confidentiality/FERPA. College Board acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of the Client's students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the Client only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, College Board has no authority to make disclosures of any information obtained in the course of performing this agreement.

9.19 Student Data Privacy - Electronic Transmission of Student Records- If applicable, College Board shall comply with the following provision:

9.19.1 College Board shall comply will all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

9.19.2 College Board agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the College

Board. College Board agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

9.19.3 College Board agrees that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the College Board.

9.19.4 College Board agrees that, Students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policies

9.19.5 College Board agrees that it will not retain any student data or let said student data remain available to College Board upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with COLLEGE BOARD regarding the retention of the student's data in an electronic form or database.

9.19.6 College Board agrees and is responsible to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

9.19.7 Notwithstanding anything to the contrary contained in this Agreement, Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administrations of the exams which are the subject matter of this Agreement for the purposes of students' college and career readiness by utilizing the services available to student. The College Board's use of the data it receives in connection with this Agreement is set forth on Attachment 1, attached hereto and incorporated herein by this reference.

9.20.. Security Breach of Student Information and Data.

9.20.1 College Board's Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. College Board shall establish a procedure and provide a copy of said procedure to the City and its Board of Education setting forth its notification policy to the Board of Education and the Parents when there has been a breach or unauthorized release of student information or records.

9.20.2 College Board shall provide a 30-Day notification in event of unauthorized release of student information. Upon the discovery of a breach of security that results in the unauthorized release of student information, as defined by Public Act 16-189, (excluding directory information), College Board must notify the City of such breach without unreasonable delay, and in no case later than thirty (30) days from discovery of the breach. During that 30-day period, College Board may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or (2) restore the integrity of the College Board's data system.

9.20.3 College Board shall provide a 60-Day notification in event of unauthorized release of directory information, student records, or student-generated content. Upon the discovery of a breach of security that results in the unauthorized release of directory information, student records, or student-generated content as defined by Public Act 16-189, the College Board must notify the City without unreasonable delay and in no case later than sixty (60) days from discovery of the breach. During the 60-day period, College Board may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or restore the integrity of College Board's data system, or (2) restore the reasonable integrity of the College Board's data system.

10. Insurance Required from College Board.

10.1 College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size

category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

10.2 At no additional cost to the City, College Board 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 College Board's obligation under this Agreement, whether such obligations are College Board's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

10.3 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 Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

10.4 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:

10.4.1 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.

10.4.2 Automobile Liability Insurance: Not applicable

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

10.4.3 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

10.4.4 Excess/Umbrella Liability Insurance: Not applicable.

10.5 Intentionally Omitted.

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

10.7 Certificates of Insurance: College Board's General Liability policy shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under College Board's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time College Board executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis"**. The City's request for proposal number must be shown on the certificate of insurance. College Board must supply replacement/renewal certificates at least thirty (30) calendar days prior to the Form Approved By College Board Legal January 2019

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

10.8. No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the City endorsements, and Certificates of Insurance.

- 11.** College Board acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments. College Board acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City and /or State or Federal government, including the funding of grants for the purpose of this Agreement. College Board therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced or eliminated pursuant to law.

Waterbury Public Schools**THE COLLEGE BOARD**

Signature

Signature

Name

Name

Title

Title

Date

Date

**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT¹ assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by Client in Section IV (List of Participating Schools):

1. School and Student Deliverables:

- a. PSAT/NMSQT test materials (student guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™.
- g. SAT Suite of Assessments Educator Guide (one copy sent to each school).
- h. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential.

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

4. Required Information. Client shall furnish the College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of Participating Schools cannot be made after **September 6, 2019**. Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or

¹ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

2. PSAT/NMSQT Student Reports. The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential (‘Confidential Information’), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party’s Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. PSAT/NMSQT Assessment Administration. The exam shall be administered on **October 16, 2019**. The alternate exam administration is on **October 30, 2019**. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Coordinator Manual.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Crosby High School	070835
Enlightenment School	070875
John F Kennedy High School	070840
State Street School	070876
Waterbury Arts Magnet School	070867
Waterbury Career Academy High School	070863
Wilby High School	070870

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule (‘Budget Schedule’), the official Free and Reduced Price Lunch (FRPL) percentage of Client, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools¹ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

¹ The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT/NMSQT and two other Suite assessments	PSAT/NMSQT and one other Suite assessment <u>OR</u> PSAT/NMSQT and more than one grade tested
≥ 0% and <50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2019**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the full test fee of \$17.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203)-574-8283	(203)-574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom the College Board should direct primary communications.

² This is the person to whom the College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the following PSAT 8/9 deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools).

1. School and Student Deliverables:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance. In addition, if Client is administering digital testing, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- e. If Client is administering digital testing (the 'Digital Testing'), schools will receive online access to the digital testing platform and download applications.
- f. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- g. School online access to AP Potential™ for students in 9th grade.
- h. SAT Suite of Assessment Educator Guide (one copy sent to each school).
- i. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- j. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Required Information. Client shall furnish the College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code at **least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade

or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under Section II (Deliverables).

III. PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

2. **PSAT 8/9 Student Reports.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential (‘Confidential Information’), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party’s Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT 8/9 Test.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by the College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

5. **PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2019 and March 2020, and its second testing date in April 2020. The Client has agreed to administer the PSAT 8/9 to the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines set forth in the PSAT 8/9 Coordinator Manual. For the Digitally Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

6. **Digital Testing Requirements** (If Client is administering digital testing):
- The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
 - The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the Digital Testing in each testing room, and school-owned devices for each test-taking student with the College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet the College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - Supported Operating Systems for Student Testing:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - Supported Web Browsers by Operating System:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - Network Configuration:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.
- Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.
- Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
 - Bulk Registration is required for Participating Schools electing to Digital Testing.
7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Waterbury Public Schools	Carrington Elementary School	079097	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Crosby High School	070835	9	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Crosby High School	070835	9	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Duggan Elementary School	079058	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Enlightenment School	070875	9	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Enlightenment School	070875	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Enlightenment School	070875	9	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	John F Kennedy High School	070840	9	Sep 23, 2019 - Jan 24, 2020

Waterbury Public Schools	John F Kennedy High School	070840	9	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	John G Gilmartin Elementary School	079059	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Jonathan Reed Elementary School	079057	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Michael Wallace Middle School	079054	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	North End Middle School	079055	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	State Street School	070876	8, 9	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Waterbury Arts Magnet School	070867	9	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Waterbury Arts Magnet School	070867	9	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Waterbury Arts Magnet School	070867	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Waterbury Career Academy High School	070863	9	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Waterbury Career Academy High School	070863	9	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	West Side Middle School	079056	8	Sep 23, 2019 - Jan 24, 2020
Waterbury Public Schools	Wilby High School	070870	9	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Wilby High School	070870	9	Sep 23, 2019 - Jan 24, 2020

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of Client, and the product(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT 8/9 and two other Suite assessments	PSAT 8/9 and one other Suite assessment <u>OR</u> PSAT 8/9 and more than one grade tested
≥ 0% and <50%	\$9.00	\$9.50
≥ 50% and < 75%	\$8.00	\$9.00
≥ 75%	\$7.00	\$8.00

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than:

¹ The College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

Administration Date	Deadline to submit updated enrollment
Sept. 2019 – Jan. 2020	October 31, 2019
Feb. 2020 – Mar. 2020	January 31, 2020
April 2020	

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the full test fee of \$12.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

4. **Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per test booklet will be charged if a school is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	2035748283	2035748283	(203) 574-8000	2035748283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom the College Board should direct primary communications.

² This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing. Bulk Registration is required if Client is administering digital testing.

**PSAT 10
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT 10 program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 10 as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 10 and initiates students' earlier entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the following PSAT 10 deliverables and reports to the schools designated by Client in Section IV (List of Participating Schools):

1. School and Student Deliverables:

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance. In addition, if Client is administering digital testing, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- e. If Client is administering digital testing ('Digital Testing'), schools will receive online access to the digital testing platform and download applications.
- f. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- g. School online access to AP Potential™
- h. SAT Suite of Assessment Educator Guide (one copy sent to each school).
- i. PSAT 10 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- j. If Client is administering digital testing, PSAT 10 Digital Testing Coordinator Manual (copies sent to schools based on their district's bulk registration file; one per 10 students registered).

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

4. Required Information. Client shall furnish the College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (c) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order tests**.

III. PSAT 10 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 10 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the PSAT 10 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

2. **PSAT 10 Student Reports.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential (‘Confidential Information’), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party’s Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

In the event that any of the Client’s schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Schedule.

4. **PSAT 10 Test.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 10 test booklets and online platform for Digital Testing for the sole purpose of administering the PSAT 10 exam.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 10 test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of the College Board. Client does not gain any ownership interest in the PSAT 10 test booklets or Digital Testing.

Client shall return all materials, including PSAT 10 test booklets, no later than the next school day after the test administration or promptly upon termination of this Agreement.

5. **PSAT 10 Assessment Administration** Client has agreed to administer the PSAT 10 to the following Participating Grade(s) during testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines set forth in the PSAT 10 Coordinator Manual. If testing digitally, Client shall also comply with the guidelines as published in the PSAT 10 Digital Testing Coordinator Manual, PSAT 10 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

6. **Digital Testing Requirements** (If Client is administering digital testing):

- a. The PSAT 10 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 10 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the test in each testing room, and school-owned devices for each test-taking student with the College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet the College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

- **Supported Operating Systems for Student Testing:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
- **Supported Web Browsers by Operating System:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- Bulk Registration is required for schools electing Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Waterbury Public Schools	Crosby High School	070835	10	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Enlightenment School	070875	10	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	John F Kennedy High School	070840	10	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Waterbury Arts Magnet School	070867	10	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Waterbury Career Academy High School	070863	10	Apr 13, 2020 - Apr 30, 2020
Waterbury Public Schools	Wilby High School	070870	10	Apr 13, 2020 - Apr 30, 2020

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of Client, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT 10, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

¹ The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT 10 and two other Suite assessments	PSAT 10 and one other Suite assessment OR PSAT 10 and more than one grade tested
≥ 0% and <50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT 10 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **January 31, 2020**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$17.00 per student.

3. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 10 exam.

4. **Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per test booklet will be charged if a school is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom the College Board should direct primary communications.

² This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

SAT SCHOOL DAY PROGRAM FIXED FEE SCHEDULE

I. BACKGROUND

The College Board will support Client in administering the SAT exam during a school day. Under this Schedule, ‘SAT’ will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the ‘Program’). The College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students (‘Participating Grade’). Shifting this financial obligation from the student to Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by Client in Section IV (List of ‘Participating Schools’).

1. School and Student Deliverables:

- a. SAT test materials (test booklets)
- b. Student Online Score Report, delivered via the College Board website
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance. In addition, if Client is administering digital testing, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. If Client is administering digital testing (‘Digital Testing’), school will receive online access to the digital testing platform and download applications.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
- f. Materials to support test administration (copies sent to schools).
- g. If Client is administering Digital Testing, SAT SD Digital Testing Coordinator Manual (copies sent to schools based on their district’s bulk registration file; one per 10 students registered).

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.

3. Delivering SAT Practice Tools and Support.

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

4. Providing Accommodations to Participants with Disabilities.

Accommodations for Participants with disabilities will be granted and administered according to the College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

5. **Required Information.** Client shall furnish the College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 16, 2019	September 6, 2019

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

6. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

7. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**

8. **SAT School Day Customer Service for Educators:**

The College Board will provide Client with telephone customer service support for educators. Specifically the College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

For the April 14, 2020 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from the College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. **SAT Test Dates and Participating Grade.** Client has agreed to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	October 16, 2019	October 30, 2019

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 28, 2020 Primary Test Date.

4. **Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.
5. **Digital Testing Requirements** (If Client is administering Digital Testing):
- The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
 - The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the test in each testing room, and school-owned devices for each test-taking student with the College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here:

<https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet the College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

- **Supported Operating Systems for Student Testing:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
- **Supported Web Browsers by Operating System:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
 - d. Bulk Registration is required for schools electing Digital Testing.
6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
 7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Crosby High School	070835	SAT School Day: October 16, 2019
Enlightenment School	070875	SAT School Day: October 16, 2019
John F Kennedy High School	070840	SAT School Day: October 16, 2019
State Street School	070876	SAT School Day: October 16, 2019
Waterbury Arts Magnet School	070867	SAT School Day: October 16, 2019
Waterbury Career Academy High School	070863	SAT School Day: October 16, 2019
Wilby High School	070870	SAT School Day: October 16, 2019

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments		SAT and one other Suite assessment <u>OR</u> SAT and more than one grade tested	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$42.00	\$32.50	\$45.50	\$35.50
≥50% and <75%	\$38.00	\$29.50	\$43.50	\$34.50
≥75%	\$34.00	\$26.50	\$41.50	\$32.50

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment as follows:

Administration Date	Deadline to submit updated enrollment
October 16, 2019	October 31, 2019

- Changes to Enrollment.** If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with Client regarding the time to remit payment for such fees.

- Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.
- Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom the College Board should direct primary communications.

² This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2019	June 30, 2020	1,243	\$12.00	\$14,916.00	\$4,972.00	\$9,944.00
SAT SD Fixed-Fee With Essay - 12th Grade	July 1, 2019	June 30, 2020	1,212	\$64.50	\$78,174.00	\$32,118.00	\$46,056.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2019	June 30, 2020	1,226	\$17.00	\$20,842.00	\$6,130.00	\$14,712.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2019	June 30, 2020	1,432	\$12.00	\$17,184.00	\$5,728.00	\$11,456.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2019	June 30, 2020	1,243	\$12.00	\$14,916.00	\$4,972.00	\$9,944.00
PSAT 10 EPP Fixed-Fee - 10th Grade	July 1, 2019	June 30, 2020	1,226	\$17.00	\$20,842.00	\$6,130.00	\$14,712.00

Subtotal: \$166,874.00

Total Discount: \$60,050.00

Total Cost: \$106,824.00

ATTACHMENT 1**(College Board Use of SAT Suite Program Information and Data)****1. College Board's Use of Student Data**

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below (1) when it has obtained the express, informed, written consent of the student, (if the student is of the age of majority), or the parent or legal guardian (if the student is a minor), when the student is being registered for a College Board assessment; or (2) if the student and/or parent/legal guardian otherwise forms a direct relationship with College Board.

College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. Upon receiving the written consent of the student or student's parent or legal guardian as described above, College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.
- b. Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if College Board has obtained the prior, affirmative written consent of the student or the student's parent or legal guardian. College Board may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers. As part of the explanation of the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining how the PII will be licensed.
- c. **Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:**
 - (i) College and University Electronic Score Reports and Paper Score Reports: Students can select to send their scores to colleges, when they register for the SAT exam, when they take the test, or after they receive their scores. Through 'score choice,' students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
 - (ii) SAT Trend Reports: College and universities can see reports containing only de-identified data on trends of students who send scores to their schools.
- d. **Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential, consistent with all applicable laws.**
 - (i) Access to Opportunity (A2O): College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources, including college application fee waivers, designed to address barriers they may face in the path to college access.
 - (ii) Realize Your College Potential: Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.

(iii) State Scholarship Feeds/Data: State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.

(iv) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars and National Merit Scholars): National Merit Scholars receives Student Data to provide students with the opportunity to receive national recognition and scholarships. Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.

(v) Enhancing and Customizing Student Practice: Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.

e. Score Reporting to States, Schools and Districts:

(i) K12 Reporting Portal: An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.

(ii) Integrated Summary Reporting: Aggregate Data reporting from across SAT, PSAT Suite (PSAT 8/9, PSAT 10 and PSAT/NMSQT).

(iii) Schools and districts can receive test-taking rosters, of their students through an online portal.

(iv) SAT Score Reporting to Students: Paper and online reports are delivered to students after each administration of the SAT.

(v) SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.

h. Research

(i) College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.

Security Update 2019 Waterbury Public Schools

Presented by:

William F. Clark, Esq., Chief Operating Officer

John E. Herman, MPA, Security and School Safety
Coordinator



Department Mission

Protecting the health and safety of all students, staff and visitors at all Waterbury Public Schools to support safe learning environments which all students to reach their full potential

Through positive engagement, collaboration, and planning with School Administrators, School Staff, Parents, Community Leaders and Protective Service Partners we will strengthen and extend our core problem solving partnerships to meet our mission.

Department Strengths

- Strong and Experienced Department Leadership with a focus on Safety as a core responsibility
- 8 Full Time School Resource Officers Trained in Crisis Intervention, De-Escalation and Restorative Practices
- Waterbury Public Schools collaborates with local police and fire departments to practice lockdown and shelter in place drills with schools in a manner that exceeds state standards
- Each drill is followed up with specific feedback to the leader of each campus site
- Protocols have been established collaboratively, communicated and practiced for all levels of safety threats for the 32 campuses
- School Resource Officers work in concert with the school leadership to ensure all staff and students are safe
- The Waterbury Police Department makes regularly scheduled visits to classrooms to discuss health and safety issues with students
- PAL programs continue to provide valuable positive programming

Investments in Safety

The Operations Department, Technology Department and the Budget and Grants Offices have worked together to leverage grant funding and in-house resources to complete various Security Improvements

- Comprehensive Security System Upgrades (Alliance and State Security Grants)
- Double Door Vestibule Access Main Entrances
- Key Card Access Expansion
- Lock Down and Panic Alarms
 - 31 additional access control panels and door locking systems
- Front Door Video Entry System Upgrades
- Video Surveillance (over 850 Cameras)
 - 236 additional cameras to 22 schools
- Two-Way Radio Enhancements
 - 22 additional Interoperability Radios – Communicate with Police and Fire
 - 405 School Handheld Radios
- School Video Observation Monitors
- Over \$4M in Security Investments through State Security and Construction Grants and Local share

Plans for 2019 and Beyond

- Re-Launch of District Security Team including Education and First Responder Partners
 - Central Office, Schools, Union Leadership, Facilities, Technology, Transportation, Police, Fire, First Responders, 911, Health Department
- Leverage State Security Grants Phase 3 and 4 to align with Waterbury Police Department systems for coordinated real time Emergency Response and Incident Management (Milestone Platform, IP cameras)
- Coordinate Incident Command plans with sharing of technology, protocols and information
- Engage in training and protocol upgrades to leverage updated technology and incident command protocols with core partners
- Expand our Whole Child efforts of restorative practices and other proactive programs designed to reduce suspensions and expulsions while increasing attendance and positive supports for students
- Standardize school security equipment and streamline purchasing

Waterbury Public Schools-Summer School Programs 2019

Title	Students	Location	Dates	Times	Training
Soar to Success	Grades K-4	Duggan, Gilmartin, Carrington and Reed	July 8-August 2	8:30-12:00 pm	June 10 3:30-5:00pm
Middle School Intervention & Transition (slide prevention)	Grades 6th, 7th & 8th	Wallace, Northend, Westside	July 8-July 26 Mon.-Fri.	8:00-12pm	
High School Transition	Grade 9	Wilby, Crosby, Careers, Kennedy, WAMS	July 8-July 26 Mon. -Fri.	8:00-12:00 pm	
Credit Recovery	Grades 9-12	WAMS	July 8-July 26 Mon.-Fri.	SESSION 1: 8-10 SESSION2: 10-12	
Bucks Hill Annex	PK	Bucks Hill Annex	July 8-August 2	8:30-12:00 pm	June 10 3:30-5:00pm
Maloney	K-4	Maloney	July 8-August 1	8:30-11:30 am	
Rotella	K-3	Rotella	July 8-August 1	8:00 am -12:30 pm	
ABA MS/HS	6-12	Wallace/Crosby	July 8-August 2	8:00 - 1:30 (students)	
CBT	6-12	Wilby	July 8 - August 1	7:45-11:45	
SCOPE	6-8	Wilby	July 8-August 1	7:45-11:45	
BDLC	K-5	NEMS/Wilby	July 8 - August 1	7:45-11:45	
Essential Skills	9-12	NEMS/Wilby	July 8 - August 1	7:45-11:45	
Essential Skills Reed	K-8	Reed	July 8 - August 1	8:30-12:00 pm	
Essential Skills Carrington	K-8	Carrington	July 8 - August 1	8:30-12:00 pm	
Gilmartin SCOPE	K-3	Gilmartin	July 8 - August 1	8:30-12:00 pm	
Generali Autism	K-5	Gilmartin	July 8-August 2	8:00 - 1:30 (students)	
Resource Room	4-12	Wallace/Crosby	July 8 - August 1	7:45-11:45	
Bucks Hill CBL Autism	K-5	Gilmartin	July 8 - August 2	8:00 - 1:30 pm	

Waterbury Board of Education

Monthly Expenditure Report

April 2019

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$8,131,770	\$8,131,770	\$6,490,805	\$0	\$1,640,965	\$8,131,770	\$0
511102	Teachers	\$74,036,179	\$74,036,179	\$53,445,152	\$0	\$20,591,027	\$74,539,629	(\$503,450)
511104	Superintendent	\$230,000	\$322,000	\$244,715	\$0	\$77,285	\$322,000	\$0
511106	Early Incentive Certified	\$1,120,600	\$1,120,600	\$1,133,637	\$0	(\$13,037)	\$1,153,637	(\$33,037)
511107	Certified Coaches	\$764,000	\$764,000	\$485,298	\$0	\$278,702	\$764,000	\$0
511108	School Psychologists	\$1,853,842	\$1,853,842	\$1,102,105	\$0	\$751,737	\$1,606,375	\$247,467
511109	School Social Workers	\$1,999,952	\$1,999,952	\$1,319,107	\$0	\$680,845	\$1,846,883	\$153,069
511110	Speech Pathologists	\$2,329,812	\$2,329,812	\$1,520,873	\$0	\$808,939	\$2,178,881	\$150,931
511113	Extra Compensatory Stipend	\$97,000	\$97,000	\$0	\$0	\$97,000	\$110,000	(\$13,000)
511201	Non-Certified Salaries	\$2,372,691	\$2,280,691	\$1,610,188	\$0	\$670,503	\$2,260,691	\$20,000
511202	Clerical Wages	\$1,016,102	\$1,016,102	\$694,956	\$0	\$321,146	\$1,016,102	\$0
511204	Crossing Guards	\$389,299	\$389,299	\$295,535	\$0	\$93,764	\$389,299	\$0
511206	Educational	\$304,635	\$304,635	\$243,484	\$0	\$61,151	\$304,635	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$1,909,785	\$33,468	\$1,001,747	\$2,945,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	\$106,286	\$0	(\$26,286)	\$80,000	\$0
511217	Library Aides	\$166,617	\$166,617	\$131,248	\$0	\$35,369	\$166,617	\$0
511219	School Clerical	\$1,824,740	\$1,824,740	\$1,358,555	\$0	\$466,185	\$1,824,740	\$0
511220	Fiscal Administration	\$448,341	\$448,341	\$319,841	(\$35,596)	\$164,096	\$448,341	\$0
511222	Transportation Coordinator	\$101,039	\$101,039	\$79,246	\$0	\$21,793	\$101,039	\$0
511223	Office Aides	\$140,000	\$140,000	\$156,329	\$0	(\$16,329)	\$170,000	(\$30,000)
511225	School Maintenance Non-Certified	\$2,051,947	\$2,051,947	\$1,393,724	\$0	\$658,223	\$1,801,947	\$250,000
511226	Custodians Non-Certified	\$5,300,737	\$5,300,737	\$3,771,760	\$0	\$1,528,977	\$4,900,737	\$400,000
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$239,969	\$0	(\$39,969)	\$240,000	(\$40,000)
511228	Paraprofessionals	\$10,164,298	\$10,164,298	\$7,557,451	\$0	\$2,606,847	\$9,414,298	\$750,000
511229	Bus Duty	\$250,000	\$250,000	\$598	\$0	\$249,402	\$250,000	\$0
511232	Attendance Counselors	\$112,687	\$112,687	\$74,287	\$0	\$38,400	\$112,687	\$0
511233	ABA Behavioral Therapist	\$1,593,976	\$1,593,976	\$1,079,956	\$0	\$514,020	\$1,378,976	\$215,000
511234	Interpreters	\$135,795	\$135,795	\$101,596	\$0	\$34,199	\$135,795	\$0
511236	Snow Removal	\$0	\$0	\$42,819	\$0	(\$42,819)	\$42,819	(\$42,819)
511237	Swing Space	\$0	\$0	\$3,246	\$0	(\$3,246)	\$10,000	(\$10,000)
511650	Overtime	\$740,000	\$740,000	\$496,812	\$0	\$243,188	\$740,000	\$0
511653	Longevity	\$20,675	\$20,675	\$19,340	\$0	\$1,335	\$20,675	\$0
511700	Extra Police Protection	\$520,516	\$520,516	\$67,720	\$0	\$452,796	\$520,516	\$0
511800	Vacation and Sick Term Payout	\$124,400	\$124,400	\$118,853	\$0	\$5,547	\$124,400	\$0
529001	Car Allowance	\$81,000	\$78,000	\$50,393	\$0	\$27,607	\$78,000	\$0
529003	Meal Allowances	\$9,000	\$12,000	\$10,856	\$372	\$772	\$12,000	\$0
Subtotal Salaries		\$121,656,650	\$121,656,650	\$87,676,525	(\$1,757)	\$33,981,882	\$120,142,489	\$1,514,161

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533009	Evaluation	\$49,250	\$33,250	\$14,115	\$0	\$19,135	\$33,250	\$0
533020	Consulting Services	\$344,125	\$400,125	\$311,113	\$81,848	\$7,164	\$400,125	\$0
533100	Auditing	\$54,000	\$50,054	\$50,054	\$0	\$0	\$50,054	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$10,641	\$11,250	\$13,109	\$35,000	\$0
539007	Report Cards	\$9,000	\$7,619	\$5,249	\$2,249	\$121	\$7,619	\$0
539008	Messenger Service	\$28,600	\$28,600	\$19,712	\$8,448	\$440	\$28,600	\$0
543000	General Repairs & Maintenance	\$1,440,000	\$1,385,228	\$771,716	\$506,210	\$107,302	\$1,385,228	\$0
543011	Maintenance - Service Contracts	\$500,000	\$435,772	\$348,687	\$81,589	\$5,496	\$435,772	\$0
544002	Building Rental	\$506,437	\$506,437	\$448,994	\$17,399	\$40,044	\$506,437	\$0
545002	Water	\$255,000	\$255,000	\$183,892	\$0	\$71,108	\$255,000	\$0
545006	Electricity	\$3,159,855	\$3,019,855	\$2,235,441	\$0	\$784,414	\$2,978,236	\$41,619
545013	Security/Safety	\$102,500	\$156,500	\$51,014	\$77,071	\$28,415	\$156,500	\$0
551000	Pupil Transportation	\$14,311,852	\$14,311,852	\$10,875,912	\$2,635,175	\$800,765	\$14,966,852	(\$655,000)
553001	Postage	\$70,000	\$55,000	\$46,201	\$0	\$8,799	\$55,000	\$0
553002	Telephone	\$250,000	\$235,000	\$165,836	\$2,366	\$66,798	\$235,000	\$0
553005	Wide-area Network (SBC)	\$90,000	\$90,000	\$43,435	\$35,015	\$11,550	\$90,000	\$0
556055	Tuition - Outside	\$7,650,000	\$8,172,569	\$5,195,241	\$1,729,135	\$1,248,193	\$8,761,000	(\$588,431)
556056	Purchased Service - Outside	\$2,551,537	\$2,551,537	\$1,649,002	\$578,336	\$324,199	\$2,716,537	(\$165,000)
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$18,000	\$18,000	\$17,960	\$0	\$40	\$18,000	\$0
559001	Advertising	\$25,000	\$15,000	\$5,914	\$4,498	\$4,588	\$15,000	\$0
559002	Printing & Binding	\$60,000	\$16,389	\$2,674	\$9,741	\$3,974	\$16,389	\$0
559104	Insurance - Athletics	\$19,500	\$22,057	\$22,057	\$0	\$0	\$22,057	\$0
Subtotal Purchased Services		\$31,535,656	\$31,806,844	\$22,474,858	\$5,780,330	\$3,551,656	\$33,173,655	(\$1,366,811)
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,623,083	\$1,206,800	\$187,590	\$228,693	\$1,623,083	\$0
561200	Office Supplies	\$71,840	\$71,840	\$53,718	\$8,018	\$10,104	\$71,840	\$0
561204	Emergency/Medical Supplies	\$4,000	(\$386)	(\$386)	\$0	\$0	\$0	(\$386)
561210	Intake Center Supplies	\$1,000	\$1,000	\$993	\$0	\$7	\$1,000	\$0
561211	Recruitment Supplies	\$65,000	\$60,000	\$37,992	\$5,770	\$16,238	\$60,000	\$0
561212	Medicaid Supplies	\$15,000	\$10,000	\$3,391	\$1,400	\$5,209	\$10,000	\$0
561501	Diesel	\$153,435	\$153,435	\$106,210	\$39,716	\$7,510	\$153,435	\$0
561503	Gasoline	\$35,000	\$35,000	\$21,470	\$1,330	\$12,200	\$35,000	\$0
561505	Natural Gas	\$1,716,000	\$1,676,000	\$1,338,677	\$0	\$337,323	\$1,638,428	\$37,572
561507	Janitorial Supplies	\$235,000	\$235,000	\$120,848	\$102,329	\$11,823	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$29,889	\$10,756	\$9,355	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$58,095	\$13,612	\$28,293	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$130,883	\$18,773	\$344	\$150,000	\$0
561511	Propane	\$295,719	\$295,719	\$295,719	\$0	\$0	\$295,719	\$0
567000	Clothing Supplies	\$40,000	\$33,966	\$33,966	\$0	\$0	\$33,966	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,741	\$0	\$259	\$1,824	\$176
569010	Recreational Supplies	\$20,000	\$15,000	\$11,604	\$699	\$2,697	\$15,000	\$0
569029	Athletic Supplies	\$130,000	\$132,238	\$102,191	\$20,296	\$9,751	\$132,238	\$0
Subtotal Supplies/Materials		\$4,703,994	\$4,643,894	\$3,553,799	\$410,288	\$679,806	\$4,606,532	\$37,362

ACCOUNT	CLASSIFICATION	FY 19 ORIGINAL BUDGET	FY 19 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	\$50,000	\$39,643	\$11,104	\$39	\$28,500	\$39,643	\$0
575200	Office Equipment	\$165,000	\$165,000	\$132,081	\$26,228	\$6,690	\$165,000	\$0
575408	Plant Equipment	\$20,000	\$20,000	\$14,253	\$5,129	\$618	\$20,000	\$0
575501	Building Improvements	\$0	\$200,000	\$2,162	\$105,798	\$33,444	\$200,000	\$0
Subtotal Property		\$235,000	\$424,643	\$159,599	\$31,396	\$35,809	\$424,643	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$8,626	\$3,199	\$1,175	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$17,251	\$0	\$3,449	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,367	\$0	\$134	\$9,500	\$0
589201	Mileage	\$33,500	\$18,500	\$8,864	\$0	\$9,636	\$18,500	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$2,381	\$0	\$4,619	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$51,839	\$48,426	\$3,383	\$30	\$51,839	\$0
591004	Athletic Revolving Fund	\$100,000	\$115,000	\$115,000	\$0	\$0	\$115,000	\$0
Total Other/Miscellaneous		\$243,700	\$235,539	\$209,914	\$6,582	\$19,043	\$235,539	\$0
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,767,569	\$114,074,695	\$6,226,840	\$38,268,196	\$158,582,857	\$184,712
Other Additional Funding								
	Alliance Non-Reform/Reform	\$12,628,300	\$12,628,300	\$7,910,950	\$0	\$4,717,350	\$12,628,300	\$0
	Alliance Increase from Budget Reductions	\$3,304,168	\$3,304,168	\$1,950,053	\$0	\$1,354,115	\$3,304,168	\$0
	GF Surplus 15-16	\$575,000	\$575,000	\$0	\$0	\$575,000	\$0	\$575,000
	GF Surplus 14-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
	City Non Lapsing Account	\$675,000	\$675,000	\$0	\$0	\$675,000	\$0	\$675,000
Total Additional Funding		\$18,132,468	\$18,132,468	\$9,861,003	\$0	\$8,271,465	\$15,932,468	\$2,200,000
GRAND TOTAL ALL FUNDING		\$176,507,468	\$176,900,037	\$123,935,698	\$6,226,840	\$46,539,661	\$174,515,325	\$2,384,712
Other Surplus Funding								
	General Fund Surplus unused from 14-15		\$1,000,000					\$1,000,000
	General Fund Surplus unused from 15-16		\$425,000					\$425,000
<i>* Surplus expected to be spent in 17-18 was not used - funds remain</i>								