



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: February 27, 2018

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Committee Meetings – Thursday, March 1, 2018,
5:30 p.m., Chase School, **Gymnasium**
Notice of Regular Meeting – Thursday, March 15, 2018,
6:30 p.m., **MALONEY MAGNET SCHOOL CAFÉ**

The Committees of the Board of Education will meet on Thursday, March 1, 2018, Chase School, Gymnasium, 40 Woodtick Road, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report – Matthew Calabrese.

PUBLIC SPEAKING

- 2. Committee on Finance/5 minutes ~ Request approval to apply for the CSDE 2018 Low-performing Schools Bond Funded Grant Applications – L. Allen Brown, D. Schwartz, W. Zhuta.
- 3. Committee on Finance/5 minutes: Monthly Expenditure Report for January 2018 – D. Biolo.
- 4. Committee of the Whole/10 minutes ~ Discussion: 2018/2019 and 2019/2020 school year calendars – W. Zhuta.
- 5. Committee of the Whole/5 minutes ~ School Safety Update (no backup) – Mr. Henry, et al.
- 6. Committee on School Personnel/10 minutes ~ Minority Teacher Recruitment & Retention (MTRR) Goals – J. Hayes.
- 7. Committee on Curriculum/15 minutes ~ State Department of Education Accountability Report – T. Battistoni, et al.
- 8. Committee on Finance/5 minutes ~ Request approval of an Agreement with Pediatric Services of America, Inc. d/b/a PSA Healthcare, to provide nursing services as required by students’ IEP – M. Baldwin.
- 9. Committee on Finance/5 minutes ~ Request approval of an Agreement with Trane U.S., Inc. for Chiller Service for Service Maintenance for District HVAC Chillers – R. Brenker.

10. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments.
11. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.
12. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments:
 Camilleri, Daniel – Intramural Girls Basketball, Gilmartin, effective 02/08/18.
 Canu, Mark – Assistant Boys Swimming Coach, KHS, effective 02/23/18.
 Iverson, Cazzie – Freshmen Boys Basketball Coach, WHS, effective 01/24/18.
 O'Brien, Nicholas – Outdoor Track Coach, KHS, effective 03/17/18.
 Secondi, John – Intramural Boys Basketball Coach, Reed School, eff. 02/05/18.
 - b. Grant funded appointments effective immediately:
 Boisquert, John – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Chelsea Dubose – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Gaston, Shawn – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Munoz-Kinig, Tamika – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Rich, Lawrence Rich – Part-time Math Tutor, \$32 p/hour, non-union and without benefits, funded by WAMS Operating Grant.
 Williams, Wisdaeim – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 Wilson, Rashawn – Part-time Recreation Specialist, \$12 p/hour, non-union and without benefits, funded by the SDE After-School Grant.
 - c. Extended School Hours (ESH) Program appointments, salary according to individual's contract:
 Quiles, Christina – Substitute Teacher, Bucks Hill School.
 Sagendorf, Janet – Substitute Teacher/Administrator, Tinker School.
 - d. State Department of Education After-school Program appointments:

Kingsbury

Sean Morrissey – Site Administrator

Anna Gauvin – Teacher

Emily Philips- Teacher (Sub)

Suzanne Newman- Teacher (Sub)

Justin Froese – PE Teacher

Lee DiBella – Teacher

Christine Rinaldi- Teacher (Sub)

Kathleen Goggins- Teacher (Sub)

Wallace

Michael LoRusso – Site Administrator

Marissa Calabro – Teacher

Corrin Zareck - Teacher

Kathryn Iaiennaro - Teacher (Sub)

David Sidella – PE Teacher (Sub)

Timothy Terenzi- P.E. Teacher

Debra Gluz - Teacher

Robin Davitt-Wells – Teacher (Sub)

Linda Ligi - Teacher (Sub)

West Side Middle School

Kathleen Ferrucci – Site Administrator

Laurie Scurso- Teacher

Emily Wengertsman- Teacher (Sub)

Sarah Martin- Teacher (Sub)

Harley Gaafar- Teacher (Sub)

Mateo Acevedo- P.E. Teacher

Alberto Rodriquez- Teacher

Gustavavo Oliveira- Teacher (Sub)

Tanya Hudobenko- Teacher (Sub)

Gina Barbiuto- Teacher (Sub)
 - e. Teacher hires:

<u>Name</u>		<u>Assignment</u>		<u>Effective</u>
Leone	Holly	Sprague	Gr. 5	1/25/2018
Pontecorvo	Louis	WCA	Music	1/29/2018
Mulvehill	Michelle	Generali	Gr. 5	2/5/2018
Bonini	Michelle	Bucks Hill	Gr. 5	2/12/2018
Figueroa	Jessenia	Bunker Hill	Special Ed K/Co-taught	1/29/2018

f. Retirements:

Gravel, Suzanne – RMS Writing Teacher, effective 06/30/18.

McKeeman, Kathleen – Duggan Pre-kindergarten, effective 06/30/18.

Ortiz, Rita – CHS Bilingual/ESL, effective 06/30/18.

Ruffin, Mardelle – Driggs Kindergarten, effective 06/30/18.

Sidella, David W. – WMS Physical Education, effective 03/01/18.

White, Phyllis – Driggs Math Coach, effective 06/30/18.

g. Resignations:

Vernucci, Jennifer – WSMS Physical Education, effective 02/09/18.

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education

Black History Month:

#1

Karen Harvey

By 4th Grade Mr. Gorman's Class



Karen Harvey---Early Life

--Karen was born at St. Mary's Hospital in Waterbury, Connecticut

--Karen has 5 siblings. She says that there are two sets of Harvey siblings in her family.

--Karen grew up on Dikeman Street and went to Walsh school.

--Growing up she never thought about being a Board of Education member although she did have a desire to become a lawyer or a politician.



Karen Harvey-- Board of Education Member

--This is Karen Harvey's 13th year serving as a member of the Board of Education in Waterbury.

--Ms. Harvey and the Board of Education make important decisions about all the schools in Waterbury.



How has Karen Harvey improved our community?

--Ms. Harvey is very proud of two things she did with the Board of Education:

1. Naming the first school in Waterbury after an African American, Rev. Dr. Jonathan E. Reed.



How has Karen Harvey improved our community?



2. Naming of the media center/library at WCA after Kay Wyrick, a community activist and advocate for children.

How has Karen Harvey improved our school community?

--Ms. Harvey and the Board of Education made decisions about our school dress code.

--She listened to our feedback and suggestions about our dress code.

--Hopefully she will bring back our thoughts about adding new colors to the board!



Who is your black history month idol? Why?



Karen told us that her black history month idol is Martin Luther King Jr.

She said she wanted to be a good speaker like him.

Who is your black history month idol? Why?

Karen also admired Shirley Chisholm and Barbara Jordan.

She said that she admired them when she was thinking about becoming a Board of Education Member.



Have you ever had to deal with racism? How did you deal with it?

--Karen said her parents did a great job of “**insulating**” her from racism when she was little.

--Ms. Harvey told us an interesting story about when she was little and her family would travel down south to visit family. She explained how they had to pack all their food for the trip because they were told it wasn't safe to eat at roadside restaurants or even to stop somewhere to use the bathroom.



Have you ever had to deal with racism? How did you deal with it?

--When Ms. Harvey was growing up she had a neighbor who would say very unkind things. Ms. Harvey felt like she wanted to punch him but her parents explained that violence is not the way to deal with racism.



Do you have any hobbies?

Karen Harvey is very proud of her black belts in karate. When she started karate, women weren't allowed to participate in the sport. Lucky for her, Master Larry Taylor let her attend his karate school.



What advice would give to young people today?

--Ms. Harvey told us to believe in yourself, to work hard and know that you can achieve anything you want to accomplish.

--Ms. Harvey shared a story about her older brother. She thought he was the so smart but he flunked out of college, because he didn't try his best. She had to work hard while in college. She said her teachers believed in her. She not only has a Bachelor degree but a Masters.



Who or what inspires you?

-- Ms. Harvey said, “ **students inspire me**”. She wants us to have all the opportunities she had growing up.



What do we think you should know about Karen Harvey?

- Karen Harvey is a **positive** role model because she did so many wonderful things for our community!
- Karen Harvey is a **confident** person because she has many accomplishments in her life!



Mr. Gorman's Fourth Graders would like to Thank Ms. Harvey for her time and sharing her life experiences with us!





WATERBURY PUBLIC SCHOOLS

LOUISE ALLEN BROWN, J.D., M.P.A., GRANT WRITER

February 26, 2018

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

Re: 2018 Low-Performing Schools Bond Funded Grants (CSDE)

Dear President Brown and Board of Education Commissioners:

In the 2017 competitive grant round for this program, Waterbury was fortunate to receive twelve grant awards, one for each of the Waterbury applications. All of those awards were for technology upgrades. Now, the Connecticut State Department of Education (CSDE) is holding a new round of competition for the above-named grants.

This year eligible schools include the same twelve Waterbury schools as last year, and the proposed projects will consist of technology upgrades. The 2018 total of allowable grant request amounts (twelve schools) is \$749,900.

Grant guidelines (since 2016) mandate that no school may receive more than \$450,000 total from this grant program. Further, guidelines prescribe that in year two (after grant award) schools may apply for no more than \$125,000; and in year three, the applications are capped at \$50,000. Thus, for those schools that received grant awards in 2016, or 2016 and 2017, the amount of those awards has been subtracted from the \$450,000 grant program limit, resulting in each school's 2018 maximum request amount. The attached spreadsheet includes the school by school grant award details, and the corresponding 2018 allowable application amounts by school. (As we complete the applications the actual project totals are subject to minor adjustments.)

Every school's proposal will include specified technology upgrades. The IT Administrator will provide project information and pricing to be included in each application. Grants recommended for funding by CSDE will require State Bond Commission approval.

The application deadline is April 6, 2018. No City funds are required for the grants. I respectfully request your permission to apply to CSDE for twelve individual school grants for technology upgrades to improve teaching and learning.

Very truly yours,

A handwritten signature in cursive script that reads "Louise Allen Brown".

Louise Allen Brown
Grant Writer

cc: Robert Henry
Darren Schwartz
Doreen Biolo
Will Zhuta

2018 Low-Performing Schools Bond Funded Grants

2018 Allowable Grant Request Maximums By School

School Name (Awarded 2017)		2016 Grant Request	2016 Grant Awards	2017 Grant Request	2017 Grant Awards	Total Funds Awarded from Grant Program	Grant Request Maximum 2018 Application*
Year 2 (2018-19)	Gilmartin	\$499,210	\$0	\$250,000	\$248,500	\$248,500	\$125,000
	Kennedy	\$485,455	\$0	\$250,000	\$248,500	\$248,500	\$125,000
	Sprague	\$499,891	\$0	\$247,559	\$142,000	\$142,000	\$125,000
	Wilby	\$484,870	\$0	\$248,495	\$247,000	\$247,000	\$125,000
Year 3 (2018-19)	Bucks Hill	\$499,947	\$350,000	\$99,854	\$56,000	\$406,000	\$44,000
	Driggs	\$499,611	\$326,600	\$123,374	\$71,000	\$397,600	\$50,000
	Hopeville	\$499,732	\$323,700	\$122,794	\$79,000	\$402,700	\$47,300
	North End	\$494,009	\$383,000	\$66,553	\$65,000	\$448,000	\$2,000
	Wallace	\$487,600	\$360,600	\$89,400	\$87,900	\$448,500	\$1,500
	Washington	\$499,338	\$305,300	\$91,923	\$43,423	\$348,723	\$50,000
	West Side	\$492,893	\$365,900	\$80,494	\$79,000	\$444,900	\$5,100
	Wilson	\$499,515	\$311,500	\$100,873	\$65,000	\$376,500	\$50,000
Year 4 & 5	Crosby**	\$99,950	\$99,950	\$0	\$0	\$781,780	\$0
	Walsh**	\$42,586	\$42,586	\$0	\$0	\$898,586	\$0

* \$450,000 cap total awards; \$125,000 max. for Year 2 schools; \$50,000 max. for Year 3 schools

**School no longer eligible to receive funding per 2018 RFP- school has reached max. cumulative award amount

WPS Competitive Grants Office
L. Allen Brown, 2-26-18

2018 Low-Performing Schools Bond Funded Grant
CT State Department of Education
February 26, 2018
Louise Allen Brown

Grant Highlights

Program Purpose: “The Connecticut State Department of Education (CSDE) is seeking to support Connecticut’s low-performing K-12 public schools by providing grants-in-aid for alterations, repairs, improvements, technology, and equipment to address school site opportunities promoting learning, health and safety for all children in high-quality facilities and 21st century educational environments....”
[rfp, p.3]

Application Deadlines: April 6, 2018

Grant Period: Ends June 30, 2020

Eligible Applicants: “...Applications will be accepted from LEAs on behalf of their low-performing schools that have not exceeded the \$450,000 cap in total past year awards under this program. For purposes of this program, a low-performing school is a designated Commissioner’s Network, School Improvement Grant (SIG), Category 4 or 5 designated school (including Charter Schools) located in a state-designated Alliance District municipality. LEAs must submit a separate application for each school they wish to have considered....”
[rfp, p. 3]

Grant Amount: “...Districts may submit an application requesting up to \$250,000, subject to the following award caps that are applicable to schools that have received a Low Performing Schools bond award in any prior year(s):

- Initial bond award year: \$250,000;
- 2nd bond award year: \$125,000;
- 3rd bond award year: \$50,000;
- 4th bond award year: \$25,000;
- 5th bond award year and beyond: Not eligible for additional funding under this program.

An individual school may only apply if it has not yet reached the \$450,000 maximum in cumulative funding....” [rfp, pp 3-4]

Complete Application includes: “...(a) a complete and accurate application cover page; (b) a detailed bond funding proposal, including narrative and project/budget information; and (c) a signed statement of assurances....” [rfp, p. 4]

Eligible expenditures include:

1. Building alterations that directly support student learning (e.g., science lab, classroom reconfiguration).
2. Technology for instructional or learning use (excludes stand-alone software and licenses).
3. Furniture, fixtures, and equipment to support student learning (note that supplies are ineligible).
4. Playgrounds/playscapes.

“Uses of funds for Pre-K projects and programs are ineligible for consideration under this grant application.”
[rfp, p. 3]

See also Summary Spreadsheet regarding eligibility of schools for 2018 grants.

Board of Education

Monthly Expenditure Report

January 2018

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$8,068,814	\$8,068,814	\$4,603,985	\$0	\$3,464,829	\$8,068,814	\$0
511102	Teachers	\$73,999,242	\$73,999,242	\$37,060,726	\$0	\$36,938,516	\$75,151,236	(\$1,151,994)
511104	Superintendent	\$228,220	\$228,220	\$179,965	\$0	\$48,255	\$277,307	(\$49,087)
511106	Early Incentive Certified	\$1,323,649	\$1,323,649	\$1,061,933	\$0	\$261,716	\$1,295,649	\$28,000
511107	Certified Coaches	\$685,000	\$685,000	\$243,651	\$0	\$441,349	\$725,000	(\$40,000)
511108	School Psychologists	\$1,782,033	\$1,782,033	\$776,519	\$0	\$1,005,514	\$1,687,033	\$95,000
511109	School Social Workers	\$1,932,753	\$1,932,753	\$917,556	\$0	\$1,015,197	\$1,932,753	\$0
511110	Speech Pathologists	\$2,269,315	\$2,269,315	\$1,071,721	\$0	\$1,197,594	\$2,269,315	\$0
511113	Extra Compensatory Stipend	\$85,000	\$85,000	\$0	\$0	\$85,000	\$96,000	(\$11,000)
511201	Non-Certified Salaries	\$2,136,138	\$2,136,138	\$1,112,312	\$0	\$1,023,826	\$2,136,138	\$0
511202	Clerical Wages	\$795,692	\$795,692	\$525,623	\$0	\$270,069	\$795,692	\$0
511204	Crossing Guards	\$386,099	\$386,099	\$196,351	\$0	\$189,748	\$386,099	\$0
511206	Educational	\$260,000	\$260,000	\$141,607	\$0	\$118,393	\$260,000	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$1,326,023	\$28,631	\$1,590,346	\$3,090,000	(\$145,000)
511215	Cafeteria Aides	\$80,000	\$80,000	\$12,804	\$0	\$67,196	\$80,000	\$0
511216	Library Pages	\$144,404	\$144,404	\$59,539	\$0	\$84,865	\$144,404	\$0
511217	Library Aides	\$169,950	\$169,950	\$78,845	\$0	\$91,105	\$169,950	\$0
511219	School Clerical	\$1,877,086	\$1,877,086	\$840,017	\$0	\$1,037,069	\$1,837,086	\$40,000
511220	Fiscal Administration	\$526,765	\$526,765	\$212,787	\$0	\$313,978	\$461,765	\$65,000
511222	Transportation Coordinator	\$99,058	\$99,058	\$52,577	\$0	\$46,481	\$99,058	\$0
511223	Office Aides	\$140,000	\$140,000	\$80,295	\$0	\$59,705	\$140,000	\$0
511225	School Maintenance Non-Certified	\$2,224,269	\$2,224,269	\$1,145,019	\$0	\$1,079,250	\$2,174,269	\$50,000
511226	Custodians Non-Certified	\$5,396,229	\$5,396,229	\$2,750,721	\$0	\$2,645,508	\$5,296,229	\$100,000
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$110,842	\$0	\$89,158	\$200,000	\$0
511228	Paraprofessionals	\$10,252,396	\$10,252,396	\$4,501,406	\$0	\$5,750,990	\$10,177,396	\$75,000
511229	Bus Duty	\$250,000	\$250,000	\$806	\$0	\$249,194	\$250,000	\$0
511232	Attendance Counselors	\$328,928	\$328,928	\$137,449	\$0	\$191,479	\$328,928	\$0
511233	ABA Behavioral Therapist	\$1,628,349	\$1,628,349	\$757,979	\$0	\$870,370	\$1,628,349	\$0
511234	Interpreters	\$138,511	\$138,511	\$59,720	\$0	\$78,791	\$138,511	\$0
511236	Snow Removal	\$0	\$0	\$20,721	\$0	(\$20,721)	\$27,000	(\$27,000)
511650	Overtime	\$740,000	\$740,000	\$441,376	\$0	\$298,624	\$740,000	\$0
511653	Longevity	\$25,200	\$25,200	\$23,040	\$0	\$2,160	\$23,040	\$2,160
511700	Extra Police Protection	\$500,516	\$500,516	\$0	\$0	\$500,516	\$500,516	\$0
529001	Car Allowance	\$81,000	\$81,000	\$36,680	\$0	\$44,320	\$81,000	\$0
529003	Meal Allowances	\$9,000	\$9,000	\$4,706	\$0	\$4,294	\$9,000	\$0
Subtotal Salaries		\$121,708,616	\$121,708,616	\$60,545,300	\$28,631	\$61,134,685	\$122,677,537	(\$968,921)

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533009	Evaluation	\$55,000	\$55,000	\$12,489	\$14,846	\$27,665	\$55,000	\$0
533020	Consulting Services	\$371,935	\$371,935	\$193,769	\$135,840	\$42,326	\$371,935	\$0
533100	Auditing	\$54,000	\$54,000	\$49,088	\$0	\$4,912	\$54,000	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$6,904	\$0	\$28,096	\$35,000	\$0
539007	Report Cards	\$18,000	\$18,000	\$922	\$3,899	\$13,179	\$18,000	\$0
539008	Messenger Service	\$27,280	\$27,280	\$14,076	\$13,144	\$60	\$27,280	\$0
543000	General Repairs & Maintenance	\$1,515,000	\$1,515,000	\$659,528	\$330,389	\$525,083	\$1,515,000	\$0
543011	Maintenance - Service Contracts	\$522,844	\$522,844	\$166,013	\$172,852	\$183,979	\$502,844	\$20,000
544002	Building Rental	\$557,278	\$557,278	\$402,157	\$74,451	\$80,670	\$557,278	\$0
545002	Water	\$240,000	\$240,000	\$108,757	\$0	\$131,243	\$240,000	\$0
545006	Electricity	\$3,309,855	\$3,309,855	\$1,472,084	\$0	\$1,837,771	\$3,259,855	\$50,000
545012	Inspections - Lead/Asbestos	\$10,000	\$10,000	\$5,916	\$2,150	\$1,935	\$10,000	\$0
545013	Security/Safety	\$102,500	\$102,500	\$28,265	\$56,765	\$17,470	\$102,500	\$0
551000	Pupil Transportation	\$13,930,521	\$13,930,521	\$6,394,783	\$7,383,612	\$152,126	\$14,175,521	(\$245,000)
553001	Postage	\$70,000	\$70,000	\$28,147	\$0	\$41,853	\$70,000	\$0
553002	Telephone	\$150,000	\$150,000	\$123,659	\$978	\$25,363	\$150,000	\$0
553005	Wide-area Network (SBC)	\$87,600	\$87,600	\$19,534	\$54,359	\$13,707	\$87,600	\$0
556055	Tuition - Outside	\$7,451,277	\$7,451,277	\$2,765,385	\$3,864,783	\$821,108	\$7,731,277	(\$280,000)
556056	Purchased Service - Outside	\$2,501,537	\$2,501,537	\$765,630	\$1,761,632	(\$25,725)	\$2,531,537	(\$30,000)
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$18,000	\$18,000	\$2,912	\$2,068	\$13,020	\$18,000	\$0
559001	Advertising	\$30,000	\$30,000	(\$190)	\$19,175	\$11,015	\$30,000	\$0
559002	Printing & Binding	\$70,000	\$70,000	\$2,078	\$2,078	\$65,844	\$70,000	\$0
559104	Insurance - Athletics	\$19,000	\$19,000	\$18,906	\$0	\$94	\$19,000	\$0
Subtotal Purchased Services		\$31,152,627	\$31,152,627	\$13,240,811	\$13,893,021	\$4,018,795	\$31,637,627	(\$485,000)
Supplies/Materials								
561100	Instructional Supplies	\$1,860,000	\$1,860,000	\$860,956	\$480,075	\$518,969	\$1,860,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$27,628	\$19,831	\$24,381	\$61,840	\$10,000
561204	Emergency/Medical Supplies	\$8,000	\$8,000	\$935	\$3,004	\$4,060	\$8,000	\$0
561210	Intake Center Supplies	\$1,000	\$1,000	\$990	\$0	\$10	\$1,000	\$0
561211	Recruitment Supplies	\$65,000	\$65,000	\$22,898	\$10,731	\$31,371	\$65,000	\$0
561212	Medicaid Supplies	\$17,000	\$17,000	\$3,468	\$5,940	\$7,592	\$17,000	\$0
561501	Diesel	\$148,395	\$148,395	\$67,371	\$74,781	\$6,242	\$148,395	\$0
561503	Gasoline	\$64,920	\$64,920	\$18,672	\$6,030	\$40,218	\$64,920	\$0
561505	Natural Gas	\$1,716,000	\$1,716,000	\$556,814	\$0	\$1,159,186	\$1,671,000	\$45,000
561507	Janitorial Supplies	\$235,000	\$235,000	\$97,307	\$99,257	\$38,436	\$235,000	\$0
561508	Electrical Supplies	\$190,000	\$55,000	\$18,438	\$4,945	\$31,617	\$55,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$26,913	\$17,919	\$55,168	\$100,000	\$0
561510	Building & Ground Supplies	\$55,000	\$190,000	\$93,257	\$36,691	\$60,052	\$190,000	\$0
561511	Propane	\$309,652	\$309,652	\$240,189	\$64,904	\$4,558	\$309,652	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$36,045	\$3,956	\$36,045	\$3,955
567001	Crossing Guard Uniforms	\$2,500	\$2,500	\$1,315	\$0	\$1,185	\$2,500	\$0

ACCOUNT	CLASSIFICATION	FY 18 ORIGINAL BUDGET	FY 18 ADJUSTED BUDGET	JANUARY EXPENDITURE	JANUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
569010	Recreational Supplies	\$20,000	\$20,000	\$8,943	\$1,332	\$9,725	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$73,649	\$45,277	\$11,074	\$130,000	\$0
Subtotal Supplies/Materials		\$5,034,307	\$5,034,307	\$2,119,745	\$906,761	\$2,007,801	\$4,975,352	\$58,955
Property								
575008	Furniture-Misc.	\$50,000	\$50,000	\$7,403	\$23,180	\$19,418	\$50,000	\$0
575200	Office Equipment	\$165,000	\$165,000	\$56,228	\$82,157	\$26,615	\$165,000	\$0
575408	Plant Equipment	\$30,000	\$30,000	\$5,580	\$3,806	\$20,614	\$23,000	\$7,000
Subtotal Property		\$245,000	\$245,000	\$69,211	\$109,143	\$66,646	\$238,000	\$7,000
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,750	\$13,750	\$2,958	\$9,933	\$859	\$12,891	\$859
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$12,075	\$0	\$8,625	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,480	\$0	\$21	\$9,480	\$20
589201	Mileage	\$33,500	\$33,500	\$2,339	\$0	\$31,161	\$33,500	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$960	\$0	\$6,040	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$39,865	\$120	\$20,015	\$60,000	\$0
591004	Athletic Revolving Fund	\$90,000	\$90,000	\$75,000	\$15,000	\$0	\$90,000	\$0
Total Other/Miscellaneous		\$234,450	\$234,450	\$142,678	\$25,053	\$66,720	\$233,571	\$879
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$76,117,744	\$14,962,609	\$67,294,647	\$159,762,087	(\$1,387,087)
Other Additional Funding								
	Alliance Non-Reform/Reform	\$11,859,472	\$11,859,472	\$5,478,146	\$6,381,326	\$0	\$11,859,472	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$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		\$15,484,472	\$15,484,472	\$5,478,146	\$6,381,326	\$3,625,000	\$11,859,472	\$3,625,000
GRAND TOTAL ALL FUNDING		\$173,859,472	\$173,859,472	\$81,595,890	\$21,343,935	\$70,919,647	\$171,621,559	\$2,237,913

Waterbury Public Schools

2018 ~ 2019 School Year Calendar

~ DRAFT ~

#4

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
21st - New Teacher Orientation - 7hr.						
22nd - New Teacher Orientation - 7hr.						
23rd - Professional Development Day - 7hr.						
24th - Professional Development Day - 7hr.						
27th - First Day of School						
5 Days						

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
3rd - Labor Day - No School						
10th - Rosh Hashanah - Jewish Holiday						
12th - Open House Elem. 5-7pm - Early Dismissal						
12th - Open House H.S. 7-9pm - Early Dismissal						
12th - Early Dismissal - M.S. - Teacher Collab./PD						
19th - Yom Kippur - Jewish Holiday						
26th - Early Dism. - H.S. & Elem-Teacher Collab/PD						
19 Days						

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
5th - Professional Development - 7hr. - No School						
8th - Columbus Day - No School						
31st - End of the 1st MP: HS/MS/Elem						
21 Days						

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
6th - Election Day/PD 7 hrs - No School						
9th - Grade Submission Ends - 9AM						
12th - Veteran's Day - No School						
19th - Distribute 1st MP Report Cards						
21st - Early Dismissal - Thanksgiving Recess						
22nd & 23rd - Thanksgiving Recess - No School						
28th - Pre-K & Kindergarten - End of 1st MP						
18 Days						

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
5th - Parent Conference Elem. 5-7pm - Early Dismissal						
5th - Parent Conference H.S. 7-9pm - Early Dismissal						
5th - Early Dismissal - M.S. - Teacher Collab. /PD						
6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
11th - Pre-K & Kindergarten-Distribute 1st MP Report Cards						
12th - Parent Conference M.S. 5-7pm - Early Dismissal						
12th - Early Dism. - H.S. & Elem-Teacher Collab/PD						
24th-31st - Winter Recess - No School						
15 Days						

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
1st - New Year's Day - No School						
6th - Three King's Day						
11th - 17th - Mid Term Exams - Early Dism. HS Only						
14th - Martin Luther King Jr.'s Day - No School						
16th - End of the 2nd MP: HS/MS/Elem						
24th - Grade Submission Ends - 9AM						
21 Days						

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		
1st - Distribute 2nd MP Report Cards						
15th - Lincoln's Day (Observed) - No School						
18th - President's Day - No School						
18 Days						

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
4th - Pre K & Kindergarten - End of the 2nd MP						
8th - Professional Development - 7hr. - No School						
13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
20th - Pre-K & Kindergarten-Distribute 1st MP Report Cards						
22nd - End of the 3rd MP: HS/MS/Elem						
21 Days						

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
1st - Grade Submission Ends - 9AM						
9th - Distribute 3rd MP Report Cards						
10th - Parent Conference Elem. 5-7pm - Early Dismissal						
10th - Parent Conference H.S. 7-9pm - Early Dismissal						
10th - Early Dismissal - M.S. - Teacher Collab. /PD						
15th-19th - Spring Recess - No School						
19th - Good Friday						
24th - Parent Conference M.S. 5-7pm - Early Dismissal						
24th - Early Dism. - H.S. & Elem-Teacher Collab/PD						
17 Days						

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
1st - 14th - AP Exams						
27th - Memorial Day - No School						
22 Days						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
4th - Eid al-Fitr Muslim Holiday						
** Pre-K - 8th-Grades due 5 days before last day						
** Pre-K - 8th-Distribute Report Cards on last day						
** H.S. Grade submission ends on last day						
Last Day of School shall be an Early Dismissal						
7th - Last Day of School - Depending on Weather						
4 Days						

Full Day Professional Development Day
 Prepared by the Computer Technology Center

School Closed
 School Day

181 School Days
 Early Dismissal Professional Development Day
 BOE Approved ??????
 Modified 2/26/2018

Waterbury Public Schools

2019 ~ 2020 School Year Calendar

~ DRAFT ~

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
20th - New Teacher Orientation - 7hr.						
21st - New Teacher Orientation - 7hr.						
22nd - Professional Development Day - 7hr.						
23rd - Professional Development Day - 7hr.						
26th - First Day of School						
5 Days						

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
2nd - Labor Day - No School						
18th - Open House Elem. 5-7pm - Early Dismissal						
18th - Open House H.S. 7-9pm - Early Dismissal						
18th - Early Dismissal - M.S. - Teacher Collab./PD						
25th - Open House M.S. 5-7pm - Early Dismissal						
25th - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
29th -Rosh Hashanah- Jewish Holiday						
20 Days						

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
4th - Professional Development Day - 7hr. No School						
8th -Yom Kippur - Jewish Holiday						
14th - Columbus Day - No School						
31st - End of the 1st MP: HS/MS/Elem						
21 Days						

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
5th - Election Day/PD 7 hrs - No School						
11th - Veteran's Day - No School						
12th - Grade Submission Ends - 9AM						
20th - Distribute 1st MP Report Cards						
20th - Early Dismissal - Thanksgiving Recess						
21st & 22nd - Thanksgiving Recess - No School						
28th - Pre-K & Kindergarten - End of 1st MP						
17 Days						

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
11th - Parent Conference Elem. 5-7pm - Early Dismissal						
11th - Parent Conference H.S. 7-9pm - Early Dismissal						
11th - Early Dismissal - M.S. - Teacher Collab. /PD						
18th - Pre-K & Kindergarten-Distribute 1st MP Report Cards						
18th - Parent Conference M.S. 5-7pm - Early Dismissal						
18th - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
23rd-31st - Winter Recess - No School						
15 Days						

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
1st - New Year's Day - No School						
2nd - School Resumes						
6th - Three Kings Day - No School						
14th - 22nd - Mid Term Exams - Early Dismissal. HS Only						
20th - Martin Luther King Jr.'s Day - No School						
23rd - End of the 2nd MP: HS/MS/Elem						
31st - Grade Submission Ends - 9AM						
20 Days						

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
6th - Distribute 2nd MP Report Cards						
14th - Lincoln's Day (Observed) - No School						
17th - President's Day - No School						
18 Days						

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
6th - Professional Development Day - 7hr. No School						
9th - Pre K & Kindergarten - End of the 2nd MP						
16th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
23rd - Pre-K & Kindergarten-Distribute 2nd MP Report Cards						
26th - End of the 3rd MP: HS/MS/Elem						
22 Days						

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
1st - Parent Conference Elem. 5-7pm - Early Dismissal						
1st - Parent Conference H.S. 7-9pm - Early Dismissal						
1st - Early Dismissal - M.S. - Teacher Collab. /PD						
6th-10th - Spring Recess - No School						
10th - Good Friday						
13th - Grade Submission Ends - 9AM						
20th - Distribute 3rd MP Report Cards						
22nd - Parent Conference M.S. 5-7pm - Early Dismissal						
22nd - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
17 Days						

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1st - 14th - AP Exams						
20th - Eid al-Fitr Muslim Holiday						
25th - Memorial Day - No School						
20 Days						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
** Pre-K - 8th-Grades due 5 days before last day						
** Pre-K - 8th-Distribute Report Cards on last day						
** H.S. Grade submission ends on last day						
Last Day of School shall be an Early Dismissal						
8th - Last Day of School - Depending on Weather						
6 Days						

Full Day Professional Development Day
 Prepared by the Computer Technology Center

School Closed
 School Day

181 School Days
 Early Dismissal Professional Development Day
 BOE Approved ??????
 Modified 2/26/2018

Waterbury Public Schools
Increasing the Diversity of the
Educator Workforce
5-Year MTRR Recruitment Goals



WATERBURY
Public Schools

Today's Students, Tomorrow's Leaders

Rationale for Making MTRR a Focus

► ***Learning Gains***

Having teachers of the same race has a statistically significant positive impact on students' academic achievement¹, particularly in the areas of math and reading.²

► ***Access to Cultural Brokers***

Teachers of color are often more familiar with students of color's cultural backgrounds and can help them navigate racism and bias both inside and outside of the classroom.

► ***Decreased Disparities***

Having teachers of color has been shown to reduce the disparity between students of color and White students in special education placement, suspension and expulsion, and placement in gifted or enrichment classes.³

► ***Role Model Effect***

One study found that the high school dropout rate diminishes by 29% for students who have at least one Black teacher in third through fifth grade.⁴



CHRO

- ▶ Although there was no finding of a discriminatory policy or systemic discrimination here, the Waterbury Board of Education and the Commission understand the value of having a diverse school faculty and have mutually agreed to a list of 16 best practice recommendation.

#9. The City will review available data to set a reasonable target for minority teacher recruitment and retention, given the availability of qualified candidates. It will monitor the goals and goal achievement, determining which programs are successful and unsuccessful, so that the focus is targeted towards the successful programs no less than annually.

*Best Practice Recommendations from the Connecticut Commission
On Human Rights and Opportunities to the Waterbury Board of
Education*

Establish a baseline:

- ▶ Look at the number of teachers of color and students of color in the District *_{12/01/2017}

STATEWIDE: @**550,954 students (44%)**
WATERBURY: @**19,188 students (79.98%)**

@**43,931 (8.3%)**
@**1700 (13.29%)**

gap between % of minority educators and students 35.8%
*gap between % of minority educators and students 66.69%**

- ▶ Look at minority hiring numbers from previous years

2015-2016- 27 educators or 8.5% of new hires

2016-2017- 34 educators or 24% of new hires

- ▶ Estimate the number of anticipated vacancies (i.e. budget, retirements, increased enrollment, new positions)
- ▶ Use the data to track college enrollment in educator preparation programs and successful completion of candidates of color.

<https://www2.ed.gov/rschstat/eval/highered/racial-diversity/state-racial-diversity-workforce.pdf>

73% White **12% Black** **11% Hispanic** **4% Other** (Ed Prep Data Dashboard not live yet)

- ▶ Examine targets set by CT SDE

The gap between students of color and teachers of color in Connecticut

► **2015-2016** **8.3% Minority Educators** **44% Minority Students**

By 2021 CTSDE target is to increase the statewide percentage of educators of color from 4,462 to 5,376 or 8.3% to 10% (total 1.7% increase)

2017	2018	2019	2020	2021
4,623	4,773	4,923	5,149	5,376
8.6%	8.8%	9.5	9.8%	10%
Increase .3%	Increase .2%	Increase .7%	Increase .3%	Increase .2%

By 2021 CTSDE target is to increase the statewide percentage of administrators of color from 423 to 509 or 12.48% to 15% (total increase 2.52%)

2017	2018	2019	2020	2021
435	449	467	487	509
12.84%	13.25%	13.78%	14.37%	15%
Increase .36%	Increase .41%	Increase .53%	Increase .59%	Increase .63%

Comparison to other districts

- ▶ Although the percentage of teachers of color is above the state average, the gap between the number of teachers of color and the number of students of color is much wider than the state average of 36%

Ed Reform District	% Students of Color	%Teachers of Color	%Gap
Meriden	67.7%	8.9%	59%
Norwich	64.5%	3.4%	61%
Windham	75.1%	13%	62%
New Britain	78.7%	16%	63%
Hartford	87.8%	24.7%	63%
New London	81.3%	17.7%	64%
New Haven	85.2%	24.1%	64%
Bridgeport	88.7%	24.6%	64%
WATERBURY	79.9%	11.6%	68%
East Hartford	83.5%	11.3%	72%
<i>Average</i>	79.24%	15.53%	64%

Waterbury Public Schools MTRR GOAL

- Increase the number of educators of color in the WPS workforce by 5% each year for the next 5 years. This will result in an overall increase from 226 certified staff or 13.3% in December 2017 to 288 certified staff or 16.94% in June 2021.

	Asian American		American Indian		Black		Hispanic		Two or More		White		Total *Teachers of Color	
Administrators	1	1.05%		0.0%	8	8.42%	11	11.58%	2	2.11%	73	76.84%	95	
Teachers	13	0.81%	2	0.12%	60	3.74%	102	6.36%	27	1.68%	1401	87.29%	1605	
	14	0.82%	2	0.12%	68	4.00%	113	6.65%	29	1.71%	1474	86.71%	*226	1700

Example of Projected Increase:

	Current # of staff/ % minority		Increase by 5%: Total staff/ Total new hires		% of minorities
2017-2018	226	13.3%	237	11 staff	13.94%
2018-2019	237	13.94%	249	12 staff	14.67%
2019-2020	249	14.67%	261	12.45 staff	15.35%
2020-2021	261	15.35%	274	13 staff	16.12%
2021-2022	274	16.12%	288	13.7 staff	16.94%

***Based on 1700 staff members; if the total number of staff increases the appropriate targets will be applied to the increase*

*** If we lose staff in any given year that position would have to be filled in addition to the target*

WPS Targets in Comparison with State Targets

WATERBURY	STATEWIDE
SY 2021-2022 # of minority educators: 226 -288 % of minority educators: 13.3%-16.94% Total increase: 3.64%	SY 2020-2021 # of minority educators: 4,885 - 5,885 % of minority educators: 8.5% - 10.3% Total increase: 1.7%
2017-2018 # of minority teachers 204 of 1401 % of minority teachers 11.78 # of minority administrators 22 of 95 % of minority administrators 23.16%	2017-2018 # of minority teachers: 4,462 of 53,759 % of minority teachers; 8.3% # of minority administrators 423 of 3,389 % of minority administrators 12.48%
62 additional educators of color Average of 12 new staff per year	1000 additional educators of color Average of 200 new staff per year (167 districts -1.19 per district)

Identify Sub-Targets

1

Black & Hispanic
Educators

**1700 total staff*

68 Black staff 4%
113 Hispanic staff 6.65%
Total 10.65%

2

Black & Hispanic Male
Educators

12 Black .7%
21 Hispanic 1.24%

3

Diversify:
Elementary
Secondary
Location
WTA/ SAW

Setting Trajectories and Targets to Support Goals

► **Focused Recruitment**

- Personalized/ Relationships

► **Grow Your Own/ Infuse the Pipeline**

- RELAY- commit to 5-7 candidates per year
- Student Programs/Dual Pell Enrollment NVCC, YES Clubs
- Waterbury Promise

► **Higher Education Partnerships**

- Partner with in-state Universities/ Ed Prep Programs
- HBCU (2% of EdPrep Programs- 16% of minority teachers)/ Call Me Mister
- Reinstate University of Bridgeport Internship Program

► **Data Collection**

- Surveys/ where are we seeing the most impact
- Evaluate on an ongoing basis. Are we on target to reach goals?
- Is pace steady, early or delayed?

► **Retention**

- Retain current staff
- Mentor/support
- Development opportunities
- Highlight programs/ opportunities that support teachers (i.e. loan forgiveness, housing, grants)

References

1 - <http://www.sciencedirect.com/science/article/pii/S0272775715000084>

(Economics of Education Review, Representation in the classroom: The effect of own-race teachers on student achievement)

2 - <https://www.aeaweb.org/articles?id=10.1257/000282805774670446> (American Economic Review, A Teacher Like Me: Does Race, Ethnicity, or Gender Matter?)

3 - <http://journals.sagepub.com/doi/abs/10.1177/1532673X8501300206>

(Journal of American Politics Research, From Desegregation To Integration: *Second Generation School Discrimination as an Institutional Impediment*)

4 - <https://www.marketplace.org/2017/04/06/education/black-teachers-study>

(Marketplace, Black teachers can lower dropout rates, researchers say)

WATERBURY PUBLIC
SCHOOLS

ACCOUNTABILITY MODEL
RESULTS

MARCH 2018

Accountability Model Background

- CSDE chose to implement a more holistic method of examining school and district performance rather than focusing strictly on student test scores
- The accountability model was first released in the 2015-2016 school year and was based on data from the 2014-2015 school year
- Schools and districts are evaluated on indicators such as chronic absenteeism, physical fitness, graduation rates, and arts access in addition to test scores
 - Schools are classified into one of five categories based on this data
 - A new indicator worth 100 points will be incorporated this year (2017-2018 data)
 - English Learner Progress - growth on the LAS Links assessment in both oral and literacy performance

An Improved School Classification System

Category 1
(Top Quartile)

Category 2
(Two
Middle
Quartiles)

Category 3
(Bottom Quartile – except 4 and 5)

Category 4 (New Turnaround/Focus)

Category 5 (Existing Turnaround/Focus)

Overview

Five categories per state law.

Turnaround Schools (~40):

Lowest performing based on Accountability Index

- Includes SIG schools
- High schools with All Students 6-yr. rate < 70% for two most recent cohorts

Focus Schools (~100):

Lowest performing in Math, Science, or ELA based on High Needs index scores

- High schools with High Needs 6-yr. rate < 70% for two most recent cohorts

Turnaround and Focus Schools from 2012 will exit if not identified based on criteria above.



Next Generation Accountability Report: 2016-17

State of Connecticut



No:	Indicator	Index/ Rate	Target	Points Earned	Max Points	% Points Earned	Change from 2015-16
1a.	ELA Performance Index – All Students	67.1	75	44.7	50	89.5%	→ -0.8%
1b.	ELA Performance Index – High Needs Students	55.9	75	37.3	50	74.5%	↓ -1.1%
1c.	Math Performance Index – All Students	62.2	75	41.5	50	82.9%	↑ 1.1%
1d.	Math Performance Index – High Needs Students	50.5	75	33.7	50	67.3%	→ 0.8%
1e.	Science Performance Index – All Students	55.3	75	36.9	50	73.7%	↓ -2.9%
1f.	Science Performance Index – High Needs Students	45.2	75	30.1	50	60.3%	↓ -2.4%
2a.	ELA Avg. Percentage of Growth Target Achieved – All Students	55.4%	100%	55.4	100	55.4%	↓ -8.4%
2b.	ELA Avg. Percentage of Growth Target Achieved – High Needs Students	49.8%	100%	49.8	100	49.8%	↓ -8.5%
2c.	Math Avg. Percentage of Growth Target Achieved – All Students	61.7%	100%	61.7	100	61.7%	↓ -3.3%
2d.	Math Avg. Percentage of Growth Target Achieved – High Needs Students	53.7%	100%	53.7	100	53.7%	↓ -3.7%
4a.	Chronic Absenteeism – All Students	9.9%	≤5%	40.2	50	80.4%	↓ -1.0%
4b.	Chronic Absenteeism – High Needs Students	15.8%	≤5%	28.4	50	56.8%	→ -0.9%
5	Preparation for CCR – % taking courses	70.7%	75%	47.1	50	94.2%	↑ 4.1%
6	Preparation for CCR – % passing exams	43.5%	75%	29.0	50	58.0%	↑ 3.8%
7	On-track to High School Graduation	87.8%	94%	46.7	50	93.4%	↑ 2.9%
8	4-year Graduation All Students	87.4%	94%	93.0	100	93.0%	→ 0.2%
9	6-year Graduation - High Needs Students	82.0%	94%	87.2	100	87.2%	↑ 3.6%
10	Postsecondary Entrance	72.0%	75%	96.0	100	96.0%	→ 0.1%
11	Physical Fitness	51.6%	75%	34.4	50	68.8%	↑ 35.1%
12	Arts Access	50.5%	60%	42.1	50	84.2%	↑ 5.0%
State Accountability Index				988.8	1350	73.2%	→ 0.1%

Note: Change between ±1 percent on the “% Points earned” is indicated as →



Next Generation Accountability Report: 2016-17

Waterbury School District



No:	Indicator	Index/Rate ¹		Target	Points Earned	Max Points	% Points Earned	Change from 2015-16
1a.	ELA Performance Index – All Students	53.4		75	35.6	50	71.2%	↓ -1.2%
1b.	ELA Performance Index – High Needs Students	51.5		75	34.4	50	68.7%	↓ -1.1%
1c.	Math Performance Index – All Students	46.9		75	31.2	50	62.5%	↑ 1.0%
1d.	Math Performance Index – High Needs Students	45.1		75	30.1	50	60.1%	↑ 1.2%
1e.	Science Performance Index – All Students	41.5		75	27.6	50	55.3%	↓ -2.6%
1f.	Science Performance Index – High Needs Students	39.8		75	26.5	50	53.0%	↓ -2.6%
2a.	ELA Avg. Percentage of Growth Target Achieved – All Students	47.7%		100	47.7	100	47.7%	↓ -9.3%
2b.	ELA Avg. Percentage of Growth Target Achieved – High Needs Students	47.0%		100	47.0	100	47.0%	↓ -9.7%
2c.	Math Avg. Percentage of Growth Target Achieved – All Students	51.8%		100	51.8	100	51.8%	→ 0.3%
2d.	Math Avg. Percentage of Growth Target Achieved – High Needs Students	51.0%		100	51.0	100	51.0%	→ 0.5%
4a.	Chronic Absenteeism – All Students	16.0%		<=5%	28.0	50	56.0%	↑ 1.0%
4b.	Chronic Absenteeism – High Needs Students	17.1%		<=5%	25.7	50	51.5%	→ 0.8%
5	Preparation for CCR – % taking courses	48.2%		75%	32.1	50	64.3%	↓ -2.9%
6	Preparation for CCR – % passing exams	13.8%		75%	9.2	50	18.4%	↑ 2.2%
7	On-track to High School Graduation	77.2%		94%	41.0	50	82.1%	↑ 34.5%
8	4-year Graduation All Students (2016 Cohort)	73.3%		94%	78.0	100	78.0%	↑ 4.4%
9	6-year Graduation - High Needs Students (2014 Cohort)	70.3%		94%	74.8	100	74.8%	↑ 2.8%
10	Postsecondary Entrance (Class of 2016)	57.0%		75%	76.1	100	76.1%	↑ 5.1%
11	Physical Fitness (estimated part rate) and (fitness rate)	89.3%	51.6%	75%	17.2	50	34.4%	↑ 5.1%
12	Arts Access	35.2%		60%	29.4	50	58.7%	↑ 4.0%
	Accountability Index				794.5	1350	58.9%	↑ 1.0%



Next Generation Accountability Report: 2016-17

State and DRG I Districts Ranked by Change From Prior Year

DRG I District	2016-2017 Accountability Index	Change From Prior Year
Bridgeport	59.3	3.0
WATERBURY	58.9	1.0
New London	58.7	0.6
STATE	73.2	0.1
New Haven	64.0	-0.2
Windham	65.8	-1.9
Hartford	57.8	-2.2
New Britain	55.7	-2.2

“146 school districts of the 201 receiving a grade for both the 2015-16 and 2016-17 school years saw declines. That’s 73 percent.”

The CT Mirror 2/9/18: State grades every school district and three-quarters see a drop



Next Generation Accountability Report: 2016-17

All Schools Ranked by Change From Prior Year

School	Category	2016-2017 Accountability Index	Change From Prior Year
Bucks Hill	5	63.8	11.3
Maloney Interdistrict Magnet	1	82.8	10.6
Waterbury Career Academy	2	67.8	9.7
Wendell L. Cross	2	75.2	6.4
Carrington	2	70.9	5.3
Margaret M. Generali	2	70.8	4.3
Sprague	4	63.6	4.0
Reed	2	66.0	3.7
Waterbury Arts Magnet (High)	2	72.3	1.8
North End Middle	4	54.8	1.7
John F. Kennedy High	4	53.2	1.6
B. W. Tinker	2	66.0	1.3
Crosby High	4	51.3	1.3
Driggs	4	58.1	1.2
DISTRICT		58.9	1.0

School	Category	2016-2017 Accountability Index	Change From Prior Year
Wilby High	4	49.9	0.8
Waterbury Arts Magnet (Middle)	3	63.2	0.5
Michael F. Wallace Middle	4	52.7	0.5
H. S. Chase	2	65.9	0.3
Rotella Interdistrict Magnet	2	72.4	-0.5
Gilmartin	4	58.8	-0.7
Hopeville	4	64.1	-2.0
Washington	4	64.3	-2.2
West Side Middle	4	50.8	-2.5
Duggan	3	62.5	-2.9
Bunker Hill	3	56.6	-4.0
Woodrow Wilson	4	64.8	-5.8
Walsh	5	58.0	-6.5
Regan	3	62.4	-11.3
F. J. Kingsbury	3	63.9	-12.1



Next Generation Accountability Report: 2016-17

CATEGORY IMPROVEMENTS	
Carrington	From Category 3 to Category 2
Chase	From Category 3 to Category 2
Generali	From Category 3 to Category 2
Maloney	From Category 2 to Category 1
Reed	From Category 3 to Category 2
Tinker	From Category 3 to Category 2
WCA	From Category 3 to Category 2



Next Generation Accountability Report: 2016-17

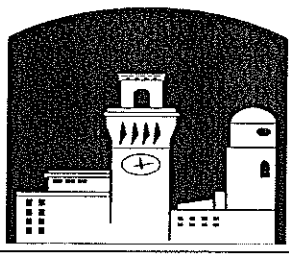
SCHOOLS OF DISTINCTION

Maloney Interdistrict Magnet School

2 Distinctions
Highest growth all students
Highest growth high needs students

Waterbury Career Academy

1 Distinction
Greatest improvers



WATERBURY

P u b l i c S c h o o l s

Today's Students. Tomorrow's Leaders

Melissa Baldwin

Special Education Department

236 Grand St. 2nd floor

Waterbury, CT 06702

203-574-8017

mbaldwin@waterbury.k12.ct.us

February 6, 2018

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Contract between the City of Waterbury and Pediatric
Services of America Inc. dba PSA Healthcare for nursing services

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Pediatric Services of America Inc. dba PSA Healthcare for the provision of nursing services to the Waterbury School District for students with disabilities in the total not to exceed amount of Eighty Thousand Dollars (\$80,000.00) for a one year term from March 1, 2018 through December 31, 2018.

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). Section 38.029 (D) states, in pertinent part: "procurement of services... that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the

requirements of the Individuals with Disabilities Education Act ("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide services for each student with disabilities according to their Individual Education Plans (I.E.P.s). Nursing services can be part of a student's IEP.

A tax clearance is being obtained and the contract is paid with general funds. Pediatric Services of America (PSA) has been a vendor for the City and the Department is satisfied with their services.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Melissa Baldwin".

Melissa Baldwin

Encs. Contract
Tax Clearance

**AGREEMENT
BETWEEN
CITY OF WATERBURY
and
PSA HEALTHCARE.**

THIS AGREEMENT, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, hereinafter referred to as the "City" and Pediatric Services of America, Inc. dba PSA Healthcare, a duly registered State of Georgia Corporation, located at 6 Concourse Parkway, Suite 1100 Atlanta GA, 30328 doing business at 999 Oronoque Lane, Stratford, CT 06614, hereinafter referred to as the "Contractor".

WHEREAS, the City is in need of certain nursing services as more particularly described in the Scope of Services attached hereto and made a part of this Agreement as Schedule "A";

WHEREAS, the Contractor is willing to provide said nursing services, as requested by the City, and identified in the students' Individual Education Plan (I.E.P.) and medical instruction or plan as provided by the student's physician, as applicable ;

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services

1.1 The Contractor shall provide all nursing services as identified herein, and as more particularly described in the attached Schedule "A", the Scope of Services, which is made a part of this Agreement as fully set forth herein, for the period of time and hours as specified. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference as if fully set forth herein, as Schedule "A".

1.3 The Contractor shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.4 The Contractor shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. The Contractor shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify the Contractor's billing.

1.6 The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.

1.7 The Contractor and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving any student.

1.8 The Contractor shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

2. Term

2.1 The term of this Agreement shall be for one year commencing on March 1, 2018 to December 31, 2018 or any part thereof. .

3. Payment

3.1 The City shall pay to the Contractor an amount not to exceed, Eighty Thousand Dollars (\$80,000.00) for the entire term of the agreement, at a rate set forth in the "Rate Schedule " set forth in **Schedule A**, for services properly rendered and accepted by the City. The Contractor shall provide monthly invoices, detailing hours worked, date of services, and location of services provided. The Contractor shall be paid in accordance with the City of Waterbury's policy and procedures.

4. Records/Reports

4.1 The City hereby agrees to provide, to the designated nursing staff such medical, psychological and educational evaluations, as are available to the City and agreed to by the parent, to enable the nurses to perform the services required under this Agreement. Contractor shall require and provide evaluative reports that may be required to keep the City duly informed concerning the medical needs of the students being provided services, to enable the City to make judgments concerning those needs. Contractor shall provide to the City all necessary medical reports or documentation that may relate to the student's educational needs to enable the City to provide for the Student's educational needs. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection or disclosed in any manner, in accordance with Section 10-209 of the Connecticut General Statutes and as further provided in this Agreement without the written permission of the parent or guardian.

4.2 Contractor will insure that the assigned nurses will adhere to all applicable City of Waterbury Board of Education (Board) policies regarding medical care and medication policies, as well as the Standard of Care for the Nursing Profession. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3 Contractor shall provide all the training to the designated nurses to enable them to provide the medical care required to the assigned students. Said training shall be at the Contractor's sole expense.

5. Student Data Privacy

5.1 Contractor shall comply, and shall ensure compliance by assigned nursing staff, with 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.

5.2 Contractor agrees, and shall ensure compliance by assigned nursing staff, 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 Contractor. Contractor agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

5.3 Contractor agrees, and shall ensure compliance by assigned nursing staff, 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 Contractor.

5.4 Contractor agrees that, and shall ensure compliance by assigned nursing staff, 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.

5.5 The Contractor agrees, and shall ensure compliance by assigned nursing staff, that it will not retain any student data or let said student data remain available to the Contractor upon completion of the services under this Agreement unless the parents, legal guardians, and/or the students have entered into an Agreement with the Contractor regarding the retention of the student's data in an electronic form or database.

6. **Security Breach of Student Information and Data.**

6.1 **Procedure for Notification Regarding Breach or Unauthorized Release of Student Information.** The Contractor shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.

7. **Confidentiality/FERPA.**

7.1 Contractor shall, and shall ensure compliance by assigned nursing staff to, strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

7.2 Any and all materials contained in a City of Waterbury student file that are entrusted to Contractor or to assigned nursing staff during in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor or nursing staff shall be used solely for the purposes of providing services under this Agreement.

7.3 Contractor acknowledges, and shall ensure compliance by assigned nursing staff, that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury 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).

Contractor shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Contractor has no authority to make disclosures of any information from education records.

8. Criminal Background Check and DCF Registry Check.

8.1 Contractor represents and warrants that it and its employees, staff and nurses, who may be assigned to perform the Scope of Services set forth in this Agreement, have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a Department of Children and Families (DCF) registry check and that there are no pending actions with DCF and are not listed on the student abuse and neglect registry. The City and the Waterbury Board of Education shall rely upon these representations

9. Representation Regarding Qualification

9.1 Contractor hereby represents that it has verified the validity of all licenses required by the State of Connecticut for all nurses assigned to provide services under this Agreement.

9.2 Contractor hereby represents that all assigned nurses are knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, regarding services to be provided under this Agreement.

9.3 Contractor represents that the nurses provided are licensed and certified to perform the scope of work set forth in this Agreement. Contractor further represents that that the nurses provided have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Contractor shall provide the City with copies of nursing license, certification and resumes.

9.3.1 **Representations regarding Personnel.** Contractor represents that it has or will secure, at its own expense, all personnel and nursing staff required to perform the services under this Agreement. 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 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.

9.3.2 The Contractor represents and warrants that it and its employees and nurses, who may be assigned to perform the Scope of Services set forth in this Agreement, have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of Contractor's assigned nurses have submitted to a state and national criminal history records check and a DCF registry check and said results revealed no violations.

10. **Debarment**

10.1 Contractor hereby certifies that neither it, nor its principals are debarred or suspended from doing business as required by Executive Orders 12549, and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

11. **Indemnification**

11.1 Contractor shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the Contractor's services, caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, anyone provided by the Contractor to perform services under this Agreement, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11.2 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Boards, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11.4 Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

11.5 The City shall indemnify and hold harmless Contractor, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments and costs arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in solely by any willful or negligent act or omission of the City, any subcontractor hired by the City, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11.6 The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Contractor their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Contractor and its

officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

12. Contractor's Liability Insurance

12.1 Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by Contractor and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar 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, having 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. Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured parties, the following minimum liability insurance coverage.

12.2 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 Agreement, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor may be liable.

12.3 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.

12.3.1 General Liability Insurance coverage with limits of \$1,000,000 Per Occurrence/ \$2,000,000 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate

12.3.2 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws;
Employer's Liability (EL)
EL Each Accident \$1, 000,000
EL Each Disease Each Employee \$1,000,000
EL Each Disease Policy Limit \$1,000,000

12.3.3 Nurses' Professional Liability/Errors and Omissions coverage for the acts and/or omissions of the professional,

\$1,000,000 Each Claim/ \$1,000,000 Aggregate.

Professional Liability coverage will be needed if services include (1) Medical Professional or (2) Counseling Services from a social worker or licensed clinical social worker. Policy's written on a "Claims Made" basis must be renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for the claims for the policy in effect during the Agreement for two (2) years from the completion date.

12.3.6 Certificates of Insurance. Contractor will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition 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. Certificate of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."**

Original, Completed Certificates of Insurance must be presented to the City prior to Issuance of this Agreement. Such certificate(s) shall be subject to certification by the City's Risk Manager. Contractor shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy (ices). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.-Robert Brenker, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, Contractor shall deliver to the City a copy of its insurance policies and endorsements and riders.

12.3.7 Failure to Maintain Insurance In the event Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

12.3.8 Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

13. **Discriminatory Practices**

13.1 In performing this Agreement, 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 Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

13.2 The Contractor shall provide services to any eligible student and shall not discriminate against any student regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

13.2.1 **Equal Opportunity.** In its execution of the performance of this Agreement, 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. 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.

14. **Termination**

14.1 **Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of Contractor, Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if Contractor shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by Contractor under this Agreement shall, at the option of the City, become its property.

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

14.3 **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Contractor. If this Agreement is terminated by the City as provided herein, Contractor will be paid an amount for the services actually performed and provided for under this Agreement.

14.4 Termination for Lack of Funding. The Contractor 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 as well as the sale of tax exempt long and short term debt obligations issued by the City. Contractor acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. Contractor therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

14.5 The Contractor 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 Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

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

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

15. Delivery of Documents.

15.1 In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services provided by the Contractor, Contractor shall promptly deliver and be responsible to have the assigned nurse 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. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to Contractor under this Agreement. The City shall have the right to withhold any payment due to Contractor until said documents have been returned to the City of Waterbury.

16. Subcontracting.

16.1 The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services.

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

17. Assignability.

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

18. Audit.

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

19. Interest of City Officials.

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

20. Prohibition Against Gratuities and Kickbacks

20.1 No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

20.2 No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

20.3 Upon showing that a kickback was made to the City, a contractor 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.

20.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

20.5 The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

21. Prohibition against Contingency Fees

21.1 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.

22. City of Waterbury's Ethics Code Ordinance

22.1 The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

23. Entire Agreement.

23.1 This Agreement shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous Agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to by the City and Contractor.

24. Independent Contractor Relationship.

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

Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or the Professionals or any employee, agent of the Contractor. Both parties acknowledge that the Contractor and Professionals are not an employee for federal or state tax purposes.

As the Contractor and the Professionals are not an employee of the City, the Contractor and/or the Professional is responsible for paying all required state and federal taxes. In particular:

- A. The City will not withhold FICA (Social Security) from the Contractor's payment.
- B. The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.
- C. The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.
- D. The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.
- E. The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

25. Severability.

25.1 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

26. Survival.

26.1 Any provisions of this Agreement that impose continuing obligations on the parties and shall survive the expiration or termination of this Agreement for any reason.

27. Disputes; Legal Proceedings and Continued Performance.

27.1 Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

28. Binding Agreement.

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

29. Waiver.

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

30. Governing Laws.

30.1 This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Print name

Date: _____

PEDIATRIC SERVICES OF AMERICA,
INC. DBA PSA HEALTHCARE

CONTRACTOR

 _____

By:  _____

Donnie Koch
Print name

James Elkington VP of Reimbursement Services
Print Name and Title

Date: 1/18/18

SCHEDULE "A"

RATE SCHEDULE and SCOPE OF SERVICE

(Consisting of 1 page)

Rate Schedule

Registered Nurse - \$55.00 per hour.

Licensed Practical Nurse - \$50.00 per hour.

Scope of Services

The Contractor will provide the following services in addition to services as set forth elsewhere in this Agreement:

1. An R.N. or LPN for up to 210 school days per year for up to 8 hours per day.
2. An RN or LPN to provide skilled one to one nursing services for designated Waterbury Public School students.
3. Nursing Services shall be provided for up to 210 school days per year.
4. The designated RN or LPN will accompany student during transport to and from School if required by the City.
5. The assigned nurse shall be an R.N. or an L.P.N. with the requisite skill, expertise and experienced in complicated medical and hygiene needs of the particular student. The Contractor shall ensure that the assigned nurse provides all services to the student in accordance with the medical instruction or plan as provided by the student's physicians.
6. The Contractor will maintain and ensure the assigned nurse will maintain appropriate records and prepare reports on its services in accordance with the procedures and policies of the Waterbury Department of Special Services.
7. Will ensure that the assigned nurse is available to attend any PPT's as may be required of her.
8. The Contractor shall provide to the City, Medicaid documentation in a form and manner acceptable to the City and in compliance with the State of Connecticut Department of Social Service regulations.

MAINTENANCE SERVICES AGREEMENT
ITB No. 5954
for
Service Maintenance for District HVAC Chillers
between
City of Waterbury
and
Trane, U.S., Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City Of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Trane U.S., Inc., located at 3600 Pammel Creek Road, LaCrosse, WI 54601, a State of Delaware duly registered foreign corporation, with offices located at 716 Brook Street, Suite 130, Rocky Hill, CT 06067 (the "Contractor").

WHEREAS, Trane submitted a proposal to the City responding to **ITB No. 5954** for Service Maintenance for District Chillers; and

WHEREAS, the City accepted Trane's proposal for **ITB No. 5954**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Trane shall furnish all of the labor, services, parts, 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, but not limited to, spring startup, routine operating inspection of the HVAC school district chillers as set forth in the attached ITB, a startup report and recommendations to the School Inspector's Office, annual maintenance of chillers and chiller parts, the furnishing and delivery of all the necessary parts, labor, material, tools, the testing of equipment required to provide service and maintenance of chillers listed on the Equipment List which is part of the Technical Specifications attached hereto as part of **Attachment A** and to perform all work as more particularly detailed and described in the Bid Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Trane

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

- i. City of Waterbury Invitation to Bid No. 5954, consisting of 18 pages, attached hereto.
- ii. Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages, attached hereto.
- iii. Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages, attached hereto.
- iv. Technical specifications, attached hereto as part of City of Waterbury Invitation to Bid No. 5954, consisting of 5 pages
- v. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- vi. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate(incorporated by reference)
- vii. Certificates of Insurance (incorporated by reference)
- viii. Department of Environmental Protection Regulations (CWF-1 through CWF-32)(incorporated by reference)
- ix. All applicable Federal, State laws and local statutes, regulations charter and ordinances (incorporated by reference)
- x. 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 Trane. 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.

- i. Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages
- ii. This Agreement
- iii. Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages
- iv. All applicable Federal, State laws and local statutes, regulations charter and ordinances
- v. Technical Specifications

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

2.1. Representations regarding Personnel. Trane 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 Trane or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

3.1. Use of City Property. To the extent Trane is required to be on City property to render its services hereunder, Trane shall have access to such areas of City property as the City and Trane agree are necessary for the performance of Trane's services under this agreement (the "Site" or the "Premises") and at such times as the City and Trane may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

3.2. Working Hours. To the extent Trane is required to be on City property to render its services hereunder, Trane shall coordinate its schedule so that scheduled maintenance inspection and overhaul work on the Premises is performed, at the times and frequencies set forth in the City of Waterbury ITB No. 5954, as recommended by the equipment manufacturers. Trane agrees that these are minimum requirements under which Trane will perform preventative maintenance. All planned preventative maintenance shall be performed during normal working hours, Monday through Friday,

8:00 a.m. through 4:00 p.m. Excluding holidays, or as specified by the City and agreed to by Trane. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and Trane.

3.2.1 Emergency or unscheduled work hours. Trane must supply the City with a telephone number which is in active service twenty-four (24) hours per day seven (7) days per week, fifty-two weeks per year including holidays. This number will be used by City employees for emergency service or unscheduled repairs which Trane shall provide o immediately and on an emergency basis.

3.3. Cleaning Up. To the extent Trane is required to be on City property to render its services hereunder, Trane shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Trane.

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

3.5. Standard of Performance. All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this agreement, and shall be the best obtainable from the crafts and trades. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.

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

3.6. Contractor's Employees. Trane shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned. Trane shall be responsible for the conduct of all its personnel, employees or subcontractors while on the premises. Trane agrees that the service provided by any personnel, employees or subcontractors, on this project, shall be both in the best interest of the City and the Public. If the City feels the conduct of any employee of Trane is detrimental to the City or the public the City shall have the right to request the removal of said employee for just cause.

3.6.1 Restitution.

Trane shall be solely responsible for and shall make prompt restitution to the City for any and all damage to the owner's property caused by Trane's personnel, employees or subcontractors.

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

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

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

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

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

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

3.7.6 has given the City written notice of any conflict, error or discrepancy that Trane has discovered in the Proposal Documents; and

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

3.8. Reporting Requirement. Trane shall deliver periodic, , written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by Trane and/or delivered by Trane during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** Trane's declaration as to whether the entirety of Trane's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by Contract Manager.

NOTE: Trane 's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Trane's written request, the City will provide Trane with documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by Trane 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 Trane for the purpose of carrying out the services under this Contract.

5. Contract Time. Trane shall complete all work and services required under this Contract will commence on the date executed by the Mayor and will terminate on June 30, 2020 ("Contract Time").

5.1. Time is and shall be of the essence for all services to be provide under this agreement for startup and emergency service to district chillers. Trane 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 Trane and City, that the Contract Time is reasonable for the completion of the Project.

6. Compensation. The City shall compensate Trane 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 Trane prior to bidding. No claims for additional compensation will be considered on account of failure of Trane to completely inform itself as required herein above.

6.1. Fee Schedule. The fee payable to Trane shall not exceed ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED THREE DOLLARS (\$107, 403.00), for the entire term of this contract, and shall be in accordance with Trane's response to ITB No. 5954, dated August 22, 2017, which shall be comprised as follows:

- i. Year 1 - Upon execution- June 30, 2018- an amount not to exceed Thirty -Three Thousand Seven Hundred Twenty Three Dollars.....\$33,723.00
- ii. Year 2- July 1, 2018 - June 30, 2019- an amount not to exceed Thirty -One Thousand Five Hundred Sixty-Nine Dollars.....\$31,569.00
- iii. Year 3- July 1, 2019 - June 30, 2020- an amount not to exceed Forty-Two Thousand One Hundred Eleven Dollars.....\$42,111.00

At an hourly rate of

- i. Monday through Friday 8:00 a.m. - 4:00p.m.
One Hundred Fifty-Eight Dollars/hr.....\$158.00/hr
- ii. After Hours weekends and Holidays
Two Hundred Thirty-Seven Dollars/hr.....\$237.00/hr.

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

6.2.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.2.2 Trane 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 Trane, in an amount equaling the sum or sums of money Trane 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.

6.2.3 All Service Tickets, Endorsed by the HVAC Foreman along with semi-annual billings, are to be submitted to the School Inspector's Office, 236 Grand Street, Waterbury, CT 06702. Attention Rosh Maghfour

6.3. Review of Work. Trane shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. Trane shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement, settlement of claims or any other matter pertaining to Trane's demand for payment. The City shall not certify fees for payment to Trane until the City has determined that Trane has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of Trane in preparing its proposal for **ITB No. 5954** shall be solely borne by Trane and are not included in the compensation to be paid by the City to Trane under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. Trane 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. Trane 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, Trane 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 Trane, 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 Trane has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Trane 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, Trane shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Warranty of Trane. Trane warrants to the City that all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished under this Contract shall be new, and that all work under this Contract shall be of good quality, free from faults and defects and in conformance with this Contract for a period of no less than One (1) Year after the date of the City's written acceptance of such work.

7.1 Trane 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 Trane'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 Trane 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, Trane 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.

8.4. The City shall not accept nor assume responsibility for the security of Trane's equipment nor material, which is lost, stolen, and/or vandalized. Trane shall be solely responsible for all its equipment left or stored on City property.

9. Indemnification.

9.1. Trane shall indemnify, defend, and hold harmless the City, the City's 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 performance of the services, 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, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of Trane, 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.

9.2. In the event this Contract and/or Trane'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, Trane 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 Trane, or its subcontractor, omission or commission.

9.3. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of Trane, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraphs 9.1 and 9.2, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Trane or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

9.5. Royalties and Patents. Trane 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 Trane'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, Trane 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 Trane and as to any award made thereunder.

10. This Section Left intentionally blank.

11. Contractor's Insurance.

11.1. Trane shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by Trane and such insurance has been approved by the City. Trane 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, Trane 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 Trane's obligation under this Contract, whether such obligations are Trane's or subcontractor or person or entity directly or indirectly employed by said Trane or subcontractor, or by any person or entity for whose acts said Trane 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 Trane:

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

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

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

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

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

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

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

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

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

11.4.4 Excess/Umbrella Liability Insurance:

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

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from Trane 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: Trane’s General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City and its Board of Education are

additional insured and also provide a Waiver of Subrogation to all lines including Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Trane'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, Trane shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis all lines of coverage except Workers Compensation including waiver of subrogation to all lines of coverage."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. Trane 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 Trane receipt, Trane shall deliver to the City a copy of Trane's insurance policies and endorsements and riders.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Trane 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 Trane of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended, TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Trane for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Trane remains liable, however, for any applicable tax obligations it incurs. Moreover, Trane 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. Trane 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 Trane 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 Trane 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, Trane 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.

13. Discriminatory Practices. In performing this Contract, Trane 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, Trane 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. Trane agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

14. This Section Left Intentionally Blank.

15. This Section Left Intentionally Blank.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, Trane shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Trane 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 Trane 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 Trane 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 Trane under this Contract shall, at the option of the City, become the City's property, and Trane shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, Trane shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Trane, and the City may withhold any payments to Trane for the purpose of setoff until such time as the exact amount of damages due the City from Trane 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 Trane. If this Contract is terminated by the City as provided herein, Trane 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 Trane covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. Trane 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. Trane 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, Trane 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 Trane.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Trane for the agreed to level of the products, services and functions to be provided by Trane under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Trane, 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 Trane 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, Trane 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, Trane 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 Trane for such terminated products unless payment is otherwise approved by the City prior to such termination. Trane 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 Trane 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 Trane 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). Trane 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 Trane may negotiate a mutually acceptable payment to Trane 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)** Trane 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 Trane for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

16.5. Ownership of Instruments of Service. The City acknowledges Trane's documents, reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this agreement, including electronic files, are Instruments of Service. Nevertheless, the final Instruments of Service, including, but not limited to architects, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared under this agreement shall become

the property of the City upon City payment for that Instrument of Service and the City reserves the right to use the Instruments of Service.

17. Force Majeure. Trane 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, Trane shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. Trane shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of Trane's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Trane 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 Trane from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. Trane 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 Trane.

18.2. Trane 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 Trane or subcontractor responsible for such failure or neglect.

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

19. Assignability. Trane 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 Trane from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such

assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit Trane'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, Trane shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Risk of Damage and Loss. Trane shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by Trane, by someone under the care and/or control of Trane, by any subcontractor of Trane, or by any shipper or delivery service. Trane shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc, associated with the foregoing repair and replacement obligation. Further, Trane shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

22. Interest of Trane. Trane 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. Trane 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 Trane, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and Trane is that of client and independent contractor. No agent, employee, or servant of Trane shall be deemed to be an employee, agent or servant of the City. Trane shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this agreement. It is the express intention of the parties hereto, and Trane hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Trane hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and Trane or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Trane hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Trane shall be solely

and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

27. Changes in the Project: Change Orders.

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

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

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

27.1.3 The Final Completion Date has not been changed.

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

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

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

27.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be

signed by both Trane, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to Trane's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 27 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and Trane and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **ITB No. 5954** and (ii) Trane's proposal responding to the aforementioned **ITB No. 5954**.

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

30. Binding Contract. The City and Trane 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 Trane, 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: Trane U.S., Inc.
716 Brook Street, Suite 130
Rocky Hill, CT 06067

City: City of Waterbury
c/o Interim Chief Operating Officer and Chief of Staff
Chase Municipal Building
236 Grand Street
Waterbury, CT 06702

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

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

34.3. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. Trane 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. Trane 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. Trane 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. Trane 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 Trane set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

TRANE U.S. INC.

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury Invitation to Bid No. 5954, consisting of 18 pages, attached hereto.
- ii. Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages, attached hereto.
- iii. Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages, attached hereto.

-

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THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
INVITATION TO BID#5954

Sealed Bids for **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m. on August 29, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work or Item(s) to be procured) consist(s) of: **SERVICE MAINTENANCE FOR DISTRICT CHILLERS.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** and shall contain the name and address of the Bidder on the envelope.

Complete Instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at 10:00 AM on August 16, 2017 at West Side Middle School located at 483 Chase Parkway, and further information will be provided for visiting the other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

**THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS**

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SECTION 00100 - INSTRUCTIONS TO BIDDERS

SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT

SECTION 00400 – BID FORM

SECTION 00500 – TECHNICAL SPECIFICATIONS

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **08/18/2017 by 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **08/22/2017 by 2:00 p.m.** Only information issued by such City Written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void.
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**, as well as a copy of the original Bid. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid, may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11: ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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:

13.4.1 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.

13.4.2 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.

13.4.3 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.

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

13.4.5 NOT APPLICABLE

Builder's Risk Insurance: coverage equaling \$_____, the monetary value of the construction component of the Project.

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

13.4.6 NOT APPLICABLE

Contractors Pollution Liability Insurance: \$1,000,000.00 each claim, \$2,000,000.00 aggregate coverage.

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

13.5. 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.

13.6. 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.

13.7. 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 _

_____ as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and _____ 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.

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

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

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

16.2 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.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: _____
(Print or Type)

By Bidder's Authorized Representative:

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00400

BID ITEMS

The Waterbury Board of Education is seeking SERVICE MAINTENANCE FOR DISTRICT CHILLERS at various schools.

It is the intent of the City to enter into a one-year contract with two optional years with the Lowest Responsible Bidder.

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

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

YEAR 1 SERVICE MAINTENANCE
2017 thru June 30, 2018 \$ _____

YEAR 2 SERVICE MAINTENANCE (OPTIONAL)
July 1, 2018 thru June 30, 2019 \$ _____

YEAR 3 SERVICE MAINTENANCE (OPTIONAL)
July 1, 2019 thru June 30, 2020 \$ _____

Technicians' Labor Rates for Services Not Covered Under Service Maintenance

Labor Rate Per Hour –
8:00 A.M. TO 4:00 P: M.
Monday Thru Friday \$ _____

Labor Rate Per Hour- After Hours
/Weekend and Holidays \$ _____

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

(Name)

By: _____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____

Note: If the Bidder 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.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE:

- A) Spring startup and routine operating inspection – Provide Start up Report to School Inspector's Office.
- B) Annual overhaul
- C) Annual overhaul parts

Furnish, deliver, and install all of the necessary labor, parts, materials, tools and test equipment to provide a service maintenance contract for the listed chillers.

SPRING START UP AND ROUTINE OPERATION – including but not limited to the following:

Follow manufacturers required start up procedures
Check dehydration/purge operation
Transfer charge if required. Add refrigerant as necessary
Start Machine
Check Lubrication system for correct temperatures and pressure
Check operation and set point of all safety controls. Adjust as necessary
Check operation of capacity controls. Calibrate as necessary.
Inspect operation of cooling tower, tower bypass valve and associated pumps and drives. Advise condition.
Observe operation of chilled water system.
Advise recommended machine improvements
Log machine performance and discuss operating procedures with Waterbury School personnel
Conduct oil analysis yearly or as manufacturer's recommendation.

ANNUAL OVERHAUL including, but not limited to, the following:

Note refrigerant and oil levels.
Check units thoroughly for refrigerant leaks.
Remove oil from compressor reservoir. Recharge with new oil.
Clean seal oil pot and float valve (if required).
Clean/purge dehydrator float chamber and float valve.
Clean oil cooler solenoid screen. Recharge with new oil and oil filter cartridge.
Check that valve operates freely through its full travel.
Replace purge float valve plunger and seat.
Clean/purge sight glasses.
Clean/purge dehydrator strainer and orifice. Test dehydrator operation.
Replace purge pump suction and exhaust valve reeds.
Clean purge strainer and orifice. Test purge operation.

Replace volute drain filter and refrigerant filter.
Clean motor cooling line strainer.
oil heater through inspection cover.
Through inspection cover, inspect transmission gears and oil heater, inspect and record clearances.
Leak test machine for CFC emissions and evacuate with purge pump.
Check condition of starter contacts
Inspect control center.
Check condition of safety controls
Meg test Compressor motor
Advise on recommended product/machine improvements. Log refrigerant CFC loss.
Remove heads and brush clean all condenser tubes annually
Inspect relief valves
Remove heads and brush clean all evaporator tubes every other year
Log CFC refrigerant loss and advise equipment's' conditions to customer.
Check and calibrate safety and operating controls
Check and tighten all electrical terminals and check contacts for wear
Change oil filters, check oil levels in compressors and add as required.
Tighten motor terminals and control panel terminals.
Check crankcase heater.
Check internal interlocks, flow switch, pumps and fans.
Check oil sample for acid and moisture
Drain down chilled water below roofline.
Shut off and open make up water line.
Any and all normal annual overhaul work which is normal and would be done in the course of prudent maintenance.

ANNUAL OVERHAUL PARTS

1. Oil
2. Oil Filters
3. Filter Dryers
4. Refrigerant Filters
5. Refrigerant Strainers
6. Dehydrator Overhaul Kit
7. Purge Overhaul Kit

EQUIPMENT LIST:

- 1 Carrier Centrifugal Chiller / Model 02XR-354MS64, SN 68970, at West Side Middle School
- 1 Carrier Centrifugal/ Model 19XRV5051383KEH64, SN 5114Q23994 at Wilby High School
- 1 Carrier Centrifugal/ Model 19XL535372CO. SN4994J47730 at Wilby High School
- 1 Carrier Centrifugal Chiller /Model #19EA7223DC at Crosby High School
- 1 Carrier Centrifugal Chiller /Model #19DG6156CM at Crosby High School
- 1 Carrier Model 38AH-064-600 DA, Serial No. 0399F93027 at Kennedy High School
- 1 Trane Air Cooled Chiller /Model RTAA - Size 270/ SN. U95L21143 at Maloney Magnet School
- 1 Mc Quay Air Cooled Chiller/ Model ALS265AS27-ER10, SN STNU990900006, at Rotella Magnet School
- 2 Trane Chiller/ Model CVHE500 Serial, #L02J17087, at Waterbury Arts Magnet School
- 1 York Chiller Air cooled/ Model YYAA0278EUV46BA, SN 2KYM17683 AT Carrington School
- 1 Trane Chiller Air Cooled/ model RTAC2254UVFNN1WYCDBNNOUA11CROEXN, SN U11G01101 at Reed School
- 1 Arctic Chill Heat Pump/ Model PWCCMV0300D4-MM at Waterbury Career Academy

The agreement shall be for a period of 1 year for the period beginning on the date of award, with option to extend for additional two 1 year periods of time, unless cancelled by the City.

PROVISIONS OF SERVICE:

The successful bidder will be responsible for performing all scheduled maintenance in accordance with the frequencies set forth herein and all maintenance inspections and overhauls as recommended by the equipment manufacturer. The frequencies indicated herein are to be considered minimum requirements under which the contractor will perform preventive maintenance. All planned preventive maintenance will be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays, or as specified by City of Waterbury personnel and agreed to by the contractor.

ALL SERVICE TICKETS, ENDORSED BY THE BOARD OF EDUCATION HVAC FOREMAN ALONG WITH SEMI-ANNUAL BILLIINS, ARE TO BE SUMITTED TO

THE SCHOOL INSPECTOR'S OFFICE, 236 Grand St., Waterbury, Ct., 06702, attention Rosh Maghfour.

City of Waterbury will:

Move any stock, fixtures, walls or partitions needed to facilitate the work called for hereunder.

Permit access into the building and the use of existing shop facilities and building services for authorized work with prior approval.

Bidders must provide City of Waterbury personnel a telephone number which is in active service twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including holidays. This number will allow City of Waterbury personnel to call to obtain emergency service or unscheduled repairs.

GUARRANTY:

The contractor shall guarantee, in writing, all services and materials furnished by him under his direct supervision to be free from defects in material and craftsmanship, for a period of one (1) year from the date of acceptance by City of Waterbury.

SECURITY:

City of Waterbury can neither accept nor assume responsibility for the security of the Contractor's equipment nor material, which is lost, stolen and/or vandalized. The contractor is advised to exert caution in the placement and storage of his material and equipment.

CRITICAL CHILLER PARTS:

Without critical parts, chillers will not function and therefore it is required that within 30 days of award, Contractor shall have on hand at contractor's facility the following critical repair parts for the Chillers. These parts must be stocked at the contractor's facility for the full contract term and be continually available for inspection. The parts must be physically inspected the City of Waterbury, School Inspector's Office on a quarterly basis to insure fitness for service. Contractors who are not able to display all of the listed parts at the time of inspection will be found in default of the contract and the award rescinded.

QTY.	DESCRIPTION	MFR. PART NO.
1	Local Interface Device	19XB04004001
1	PSIO Module	19XB04002601
1	Relay Module	32SM400694
1	Amplifier Module	32SM500704

QUALIFICATIONS OF BIDDER:

Bidders shall submit, with their bid, at least two (2) locations where they have rendered services on Centrifugal chillers listed in attachment A. These services must be the same as those detailed herein and rendered within the previous twelve (12) months. City of Waterbury reserves the right to verify with the locations referenced that the services performed are fully adequate to properly fulfill all phases of the work and services as required. All personnel used to provide the required services should be regularly employed by the bidder. The contractor hired shall employ only competent technicians in performing these contractual requirements. Only trained, qualified technicians who have received factory training in the maintenance, service and repair of the concerned centrifugal chillers will be utilized in the performance of this agreement. Bidders shall supply a list of two (2) such qualified technicians, with at least three (3) years of experience. All bidders shall fill-out and submit Attachment A.

GENERAL CONDITIONS

CONTRACTOR'S PERSONNEL:

The contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The contractor agrees to the service of any employee for this project whose conduct the City of Waterbury feels is detrimental to its best interest, the best interest to the public.

City of Waterbury shall have the right to request the removal of any employee for just cause.

RESTITUTION:

The contractor shall make prompt restitution to City of Waterbury for any damage to owner's property caused by contractor's employees.

ATTACHMENT A (To Waterbury Schools Service Specification)

**INFORMATION SHEET FOR SERVICE MAINTENANCE FOR CENTRAL CHILLERS
AT WATERBURY SCHOOLS**

List two (2) locations where your company has rendered services on a Carrier Centrifugal machine as detailed herein, and within the previous twelve (12) months.

<u>Account Name</u>	<u>Name of Contact</u>	<u>Phone #</u>	<u>Chiller S/N</u>
1. _____			
2. _____			

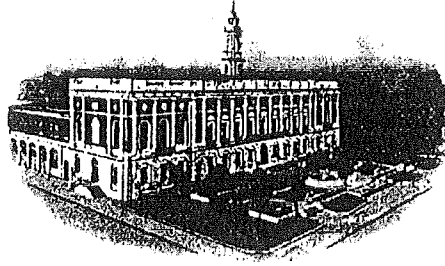
List two (2) technicians with at least three (3) years of centrifugal chiller experience:

<u>Name</u>	<u># of Years Experience</u>	<u>Phone #</u>	<u>Location of Residence</u>
1. _____			
2. _____			

ATTACHMENT A

Bid Addenda #1 to City of Waterbury Invitation to Bid No. 5954, dated August 21, 2017, consisting of 8 pages, attached hereto.

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

August 21, 2017

Bid: 5954

Project: Service Maintenance for District Chillers

The following questions have been received about this project.

Q: During spring startup, it mentions to "add refrigerant" as necessary. This should not be allowed as it can be illegal. If the chiller is low on refrigerant it needs to be leak checked. It is illegal to add more than 15% of the refrigerant charge to a chiller without performing leak repairs. We are already leak checking the chillers during the annual inspection so can you please remove this line item?

A: Please disregard adding refrigerant.

Q: During spring startup, the scope of work mentions, "Inspect the cooling tower, tower bypass valve and associated pumps and drives." This was removed in the previous bid as the in-house facilities crew for Waterbury Schools provides this service. This equipment is also not listed in the equipment to be serviced so no details are given. Can this be removed? It is Item #8 under the spring startup and routine operation.

A: Please disregard. This is done in-house .

Q: In the annual overhaul, it states to remove heads to evaporator and brush tubes in evaporator every other year. Can you please clarify that you want this service performed in year 1, then again in year 3, if the City decides to extend the contract to the winning bidder? That way all bidders know to brush the evaporator tubes in years 1 and 3 of their pricing.

A: We would like the service done on year 1 and year 3 if the City decides to extend the contract for 2 additional years.

Q: In the annual overhaul, it states the bidder is to "drain down the chilled water below the roof line." This is normally done in-house by your facilities people and it's typically done to reduce the risk of freezing to cooling towers. Again the

cooling towers are not listed in the bid, just the chillers. Can this line please be removed?

A: Please disregard. This is done in-house.

Q: **Removal of oil and recharging/ new. Can oil sample be taken and lab tested. Change oil if needed on a time and material basis.**

A: Oil samples can be taken and lab tested. If it has to be changed, it will be done on a time and material basis.

Q: **Replacement of purge pump suction and exhaust reeds. Can this this be done every 2 years?**

A: it has be done on year 1 and 3.

Q: **Through the inspection cover, inspect transmission gears and oil heater, inspect and record clearances. Can this be omitted? Oil sample lab testing will show any metal in system.**

A: Both inspection and oil samples have to be done.

Q: **Annual Overhaul Parts - Oil Can oil samples be taken and sent to a lab instead of changing oil**

A: Oil samples can be taken and lab tested. If it has to be changed, it will be done on a time and material basis

Q: **Waterbury Career academy. Can we get a correct number of heating and cooling modules with a clarification on the required PM maintenance scope**

A: There are 7 heating and cooling modules. Please follow the manufacture PM.

Thanks

Kevin McCaffery

Buyer – City of Waterbury

Special Additions and Exceptions

1. All work to be performed during normal business hours.
2. Evaporator tubes to be brush cleaned year 1 and year 3 only.
3. The Trane chillers at Waterbury Arts Magnet School purge exhaust pump suction and exhaust reeds to be replaced year 1 and year 3 only.
4. The only chillers that have an inspection cover able to be removed for transmission gears and oil heaters inspection are the two Carrier chillers located at Crosby High School. These covers will be removed once annually to inspect the gears and oil heaters, clearances shall be checked and recorded.
5. There are no purge float valves in any of these chillers, but to comply with the Bid they are included.
6. All chilled and condenser water piping must be completely filled with water or glycol and completely purged of air before we arrive for the spring start up for all chillers, this work is the responsibility of the school.
7. All chilled water and condenser water pumps must be in operation with clean strainers at the time of spring startup of all chillers, this is the responsibility of the school.
8. All cooling towers must be full of water with clean screens and fully functional upon our arrival for the spring startup of all water cooled chillers.
9. It is the responsibility of the schools to perform water treatment on the open and closed loop systems and to ensure that the water is safe at the time of tube cleaning.
10. All other items and requirements listed in the Bid#5954 are included in this proposal.

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE:

- A) Spring startup and routine operating inspection – Provide Start up Report to School Inspector's Office.
- B) Annual overhaul
- C) Annual overhaul parts

Furnish, deliver, and install all of the necessary labor, parts, materials, tools and test equipment to provide a service maintenance contract for the listed chillers.

SPRING START UP AND ROUTINE OPERATION – including but not limited to the following:

Follow manufacturers required start up procedures
Check dehydration/purge operation
Transfer charge if required. Add refrigerant as necessary
Start Machine
Check Lubrication system for correct temperatures and pressure
Check operation and set point of all safety controls. Adjust as necessary
Check operation of capacity controls. Calibrate as necessary.
Inspect operation of cooling tower, tower bypass valve and associated pumps and drives. Advise condition.
Observe operation of chilled water system.
Advise recommended machine improvements
Log machine performance and discuss operating procedures with Waterbury School personnel
Conduct oil analysis yearly or as manufacturer's recommendation.

ANNUAL OVERHAUL including, but not limited to, the following:

Note refrigerant and oil levels.
Check units thoroughly for refrigerant leaks.
Remove oil from compressor reservoir. Recharge with new oil.
Clean seal oil pot and float valve (if required).
Clean/purge dehydrator float chamber and float valve.
Clean oil cooler solenoid screen. Recharge with new oil and oil filter cartridge.
Check that valve operates freely through its full travel.
Replace purge float valve plunger and seat.
Clean/purge sight glasses.
Clean/purge dehydrator strainer and orifice. Test dehydrator operation.
Replace purge pump suction and exhaust valve reeds.
Clean purge strainer and orifice. Test purge operation.

Replace volute drain filter and refrigerant filter.
Clean motor cooling line strainer.
oil heater through inspection cover.
Through inspection cover, inspect transmission gears and oil heater, inspect and record clearances.
Leak test machine for CFC emissions and evacuate with purge pump.
Check condition of starter contacts
Inspect control center.
Check condition of safety controls
Meg test Compressor motor
Advise on recommended product/machine improvements. Log refrigerant CFC loss.
Remove heads and brush clean all condenser tubes annually
Inspect relief valves
Remove heads and brush clean all evaporator tubes every other year
Log CFC refrigerant loss and advise equipment's' conditions to customer.
Check and calibrate safety and operating controls
Check and tighten all electrical terminals and check contacts for wear
Change oil filters, check oil levels in compressors and add as required.
Tighten motor terminals and control panel terminals.
Check crankcase heater.
Check internal interlocks, flow switch, pumps and fans.
Check oil sample for acid and moisture
Drain down chilled water below roofline.
Shut off and open make up water line.
Any and all normal annual overhaul work which is normal and would be done in the course of prudent maintenance.

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1. Oil
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The agreement shall be for a period of 1 year for the period beginning on the date of award, with option to extend for additional two 1 year periods of time, unless cancelled by the City.

PROVISIONS OF SERVICE:

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THE SCHOOL INSPECTOR'S OFFICE, 236 Grand St., Waterbury, Ct., 06702, attention Rosh Maghfour.

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Move any stock, fixtures, walls or partitions needed to facilitate the work called for hereunder.

Permit access into the building and the use of existing shop facilities and building services for authorized work with prior approval.

Bidders must provide City of Waterbury personnel a telephone number which is in active service twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including holidays. This number will allow City of Waterbury personnel to call to obtain emergency service or unscheduled repairs.

GUARRANTY:

The contractor shall guarantee, in writing, all services and materials furnished by him under his direct supervision to be free from defects in material and craftsmanship, for a period of one (1) year from the date of acceptance by City of Waterbury.

SECURITY:

City of Waterbury can neither accept nor assume responsibility for the security of the Contractor's equipment nor material, which is lost, stolen and/or vandalized. The contractor is advised to exert caution in the placement and storage of his material and equipment.

CRITICAL CHILLER PARTS:

Without critical parts, chillers will not function and therefore it is required that within 30 days of award, Contractor shall have on hand at contractor's facility the following critical repair parts for the Chillers. These parts must be stocked at the contractor's facility for the full contract term and be continually available for inspection. The parts must be physically inspected the City of Waterbury, School Inspector's Office on a quarterly basis to insure fitness for service. Contractors who are not able to display all of the listed parts at the time of inspection will be found in default of the contract and the award rescinded.

QTY.	DESCRIPTION	MFR. PART NO.
1	Local Interface Device	19XB04004001
1	PSIO Module	19XB04002601
1	Relay Module	32SM400694
1	Amplifier Module	32SM500704

QUALIFICATIONS OF BIDDER:

Bidders shall submit, with their bid, at least two (2) locations where they have rendered services on Centrifugal chillers listed in attachment A. These services must be the same as those detailed herein and rendered within the previous twelve (12) months. City of Waterbury reserves the right to verify with the locations referenced that the services performed are fully adequate to properly fulfill all phases of the work and services as required. All personnel used to provide the required services should be regularly employed by the bidder. The contractor hired shall employ only competent technicians in performing these contractual requirements. Only trained, qualified technicians who have received factory training in the maintenance, service and repair of the concerned centrifugal chillers will be utilized in the performance of this agreement. Bidders shall supply a list of two (2) such qualified technicians, with at least three (3) years of experience. All bidders shall fill-out and submit Attachment A.

GENERAL CONDITIONS

CONTRACTOR'S PERSONNEL:

The contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The contractor agrees to the service of any employee for this project whose conduct the City of Waterbury feels is detrimental to its best interest, the best interest to the public.

City of Waterbury shall have the right to request the removal of any employee for just cause.

RESTITUTION:

The contractor shall make prompt restitution to City of Waterbury for any damage to owner's property caused by contractor's employees.

ATTACHMENT A (To Waterbury Schools Service Specification)

ATTACHMENT A

Trane's Response to City of Waterbury Invitation to Bid No. 5954, dated August 22, 2017, consisting of 27 pages, attached hereto.

-

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
INVITATION TO BID#5954

Sealed Bids for **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m. on August 29, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work or Item(s) to be procured) consist(s) of: **SERVICE MAINTENANCE FOR DISTRICT CHILLERS.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** and shall contain the name and address of the Bidder on the envelope.

Complete instructions for filling Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at 10:00 AM on August 16, 2017 at West Side Middle School located at 483 Chase Parkway, and further information will be provided for visiting the other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
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SECTION 00100 - INSTRUCTIONS TO BIDDERS

SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT

SECTION 00400 – BID FORM

SECTION 00500 – TECHNICAL SPECIFICATIONS

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **08/18/2017 by 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **08/22/2017 by 2:00 p.m.** Only information issued by such City Written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**, as well as a copy of the original Bid. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid, may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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:

13.4.1 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.

13.4.2 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.

13.4.3 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.

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

13.4.5 NOT APPLICABLE

Builder's Risk Insurance: coverage equaling \$_____, the monetary value of the construction component of the Project.

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

13.4.6 NOT APPLICABLE

Contractors Pollution Liability Insurance: \$1,000,000.00 each claim, \$2,000,000.00 aggregate coverage.

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

13.5. 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.

13.6. 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.

13.7. 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 __

_____ as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and _____ 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.

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

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

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

16.2 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.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
INVITATION TO BID#5954

Sealed Bids for **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m. on August 29, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work or Item(s) to be procured) consist(s) of: **SERVICE MAINTENANCE FOR DISTRICT CHILLERS.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **SERVICE MAINTENANCE FOR DISTRICT CHILLERS** and shall contain the name and address of the Bidder on the envelope.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at 10:00 AM on August 16, 2017 at West Side Middle School located at 483 Chase Parkway, and further information will be provided for visiting the other schools. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder

Contact Rocco Orso, Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
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SECTION 00100 - INSTRUCTIONS TO BIDDERS
SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT
SECTION 00400 – BID FORM
SECTION 00500 – TECHNICAL SPECIFICATIONS

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS
SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury ("the CITY") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website by **08/18/2017 by 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **08/22/2017 by 2:00 p.m.** Only information issued by such City Written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

5.1 A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**, as well as a copy of the original Bid. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid, may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

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- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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:

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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.

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

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

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_____ as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and _____ 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.

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

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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.

END OF SECTION

THE CITY OF WATERBURY

SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

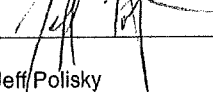
NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # <u>1</u>	Dated Issued <u>August 21, 2017</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: Trane U.S. Inc.
(Print or Type)

By Bidder's Authorized Representative:

Signature: 
Name: Jeff Polisky
(Print or Type)
Title: Account Manager, LEED AP
(Print or Type)
Date: August 22, 2017
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00400

BID ITEMS

The Waterbury Board of Education is seeking SERVICE MAINTENANCE FOR DISTRICT CHILLERS at various schools.

It is the intent of the City to enter into a one-year contract with two optional years with the Lowest Responsible Bidder.

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

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

YEAR 1 SERVICE MAINTENANCE 2017 thru June 30, 2018	\$ <u>\$33,723.00</u>
YEAR 2 SERVICE MAINTENANCE (OPTIONAL) July 1, 2018 thru June 30, 2019	\$ <u>\$31,569.00</u>
YEAR 3 SERVICE MAINTENANCE (OPTIONAL) July 1, 2019 thru June 30, 2020	\$ <u>\$42,111.00</u>

Technicians' Labor Rates for Services Not Covered Under Service Maintenance

Labor Rate Per Hour – 8:00 A.M. TO 4:00 P: M. Monday Thru Friday	\$ <u>\$158.00</u>
Labor Rate Per Hour- After Hours /Weekend and Holidays	\$ <u>\$237.00 per hour</u>

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

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

25-0900465

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Trane U.S. Inc.

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

[Signature]

(Name)

By: Area Manager

(Title)

716 Brook Street

(Business Address)

Rocky Hill, CT 06067

(City, State, Zip Code)

Date: August 22, 2017

Note: If the Bidder 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.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

THE CITY OF WATERBURY
SERVICE MAINTENANCE FOR DISTRICT CHILLERS

SECTION 00500

TECHNICAL SPECIFICATIONS

SCOPE OF SERVICE:

- A) Spring startup and routine operating inspection – Provide Start up Report to School Inspector's Office.
- B) Annual overhaul
- C) Annual overhaul parts

Furnish, deliver, and install all of the necessary labor, parts, materials, tools and test equipment to provide a service maintenance contract for the listed chillers.

SPRING START UP AND ROUTINE OPERATION – including but not limited to the following:

Follow manufacturers required start up procedures
Check dehydration/purge operation
Transfer charge if required. Add refrigerant as necessary
Start Machine
Check Lubrication system for correct temperatures and pressure
Check operation and set point of all safety controls. Adjust as necessary
Check operation of capacity controls. Calibrate as necessary.
Inspect operation of cooling tower, tower bypass valve and associated pumps and drives. Advise condition.
Observe operation of chilled water system.
Advise recommended machine improvements
Log machine performance and discuss operating procedures with Waterbury School personnel
Conduct oil analysis yearly or as manufacturer's recommendation.

ANNUAL OVERHAUL including, but not limited to, the following:

Note refrigerant and oil levels.
Check units thoroughly for refrigerant leaks.
Remove oil from compressor reservoir. Recharge with new oil.
Clean seal oil pot and float valve (if required).
Clean/purge dehydrator float chamber and float valve.
Clean oil cooler solenoid screen. Recharge with new oil and oil filter cartridge.
Check that valve operates freely through its full travel.
Replace purge float valve plunger and seat.
Clean/purge sight glasses.
Clean/purge dehydrator strainer and orifice. Test dehydrator operation.
Replace purge pump suction and exhaust valve reeds.
Clean purge strainer and orifice. Test purge operation.

Replace volute drain filter and refrigerant filter.
Clean motor cooling line strainer.
oil heater through inspection cover.
Through inspection cover, inspect transmission gears and oil heater, inspect and record clearances.
Leak test machine for CFC emissions and evacuate with purge pump.
Check condition of starter contacts
Inspect control center.
Check condition of safety controls
Meg test Compressor motor
Advise on recommended product/machine improvements. Log refrigerant CFC loss.
Remove heads and brush clean all condenser tubes annually
Inspect relief valves
Remove heads and brush clean all evaporator tubes every other year
Log CFC refrigerant loss and advise equipment's' conditions to customer.
Check and calibrate safety and operating controls
Check and tighten all electrical terminals and check contacts for wear
Change oil filters, check oil levels in compressors and add as required.
Tighten motor terminals and control panel terminals.
Check crankcase heater.
Check internal interlocks, flow switch, pumps and fans.
Check oil sample for acid and moisture
Drain down chilled water below roofline.
Shut off and open make up water line.
Any and all normal annual overhaul work which is normal and would be done in the course of prudent maintenance.

ANNUAL OVERHAUL PARTS

1. Oil
2. Oil Filters
3. Filter Dryers
4. Refrigerant Filters
5. Refrigerant Strainers
6. Dehydrator Overhaul Kit
7. Purge Overhaul Kit

EQUIPMENT LIST:

1 Carrier Centrifugal Chiller / Model 02XR-354MS64, SN 68970, at West Side Middle School

1 Carrier Centrifugal/ Model 19XRV5051383KEH64, SN 5114Q23994 at Wilby High School

1 Carrier Centrifugal/ Model 19XL535372CO, SN4994J47730 at Wilby High School

1 Carrier Centrifugal Chiller /Model #19EA7223DC at Crosby High School

1 Carrier Centrifugal Chiller /Model #19DG6156CM at Crosby High School

1 Carrier Model 38AH-064-600 DA, Serial No. 0399F93027 at Kennedy High School

1 Trane Air Cooled Chiller /Model RTAA - Size 270/ SN. U95L21143 at Maloney Magnet School

1 Mc Quay Air Cooled Chiller/ Model ALS265AS27-ER10, SN STNU990900006, at Rotella Magnet School

2 Trane Chiller/ Model CVHE500 Serial, #L02J17087, at Waterbury Arts Magnet School

1 York Chiller Air cooled/ Model YYAA0278EUV46BA, SN 2KYM17683 AT Carrington School

1 Trane Chiller Air Cooled/ model RTAC2254UVFNN1WYCDBNNOUA11CROEXN, SN UI1G01101 at Reed School

1 Arctic Chill Heat Pump/ Model PWCCMV0300D4-MM at Waterbury Career Academy

The agreement shall be for a period of 1 year for the period beginning on the date of award, with option to extend for additional two 1 year periods of time, unless cancelled by the City.

PROVISIONS OF SERVICE:

The successful bidder will be responsible for performing all scheduled maintenance in accordance with the frequencies set forth herein and all maintenance inspections and overhauls as recommended by the equipment manufacturer. The frequencies indicated herein are to be considered minimum requirements under which the contractor will perform preventive maintenance. All planned preventive maintenance will be performed during normal working hours, 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays, or as specified by City of Waterbury personnel and agreed to by the contractor.

ALL SERVICE TICKETS, ENDORSED BY THE BOARD OF EDUCATION HVAC FOREMAN ALONG WITH SEMI-ANNUAL BILLIINS, ARE TO BE SUMITTED TO

THE SCHOOL INSPECTOR'S OFFICE, 236 Grand St., Waterbury, Ct., 06702, attention Rosh Maghfour.

City of Waterbury will:

Move any stock, fixtures, walls or partitions needed to facilitate the work called for hereunder.

Permit access into the building and the use of existing shop facilities and building services for authorized work with prior approval.

Bidders must provide City of Waterbury personnel a telephone number which is in active service twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year including holidays. This number will allow City of Waterbury personnel to call to obtain emergency service or unscheduled repairs.

GUARRANTY:

The contractor shall guarantee, in writing, all services and materials furnished by him under his direct supervision to be free from defects in material and craftsmanship, for a period of one (1) year from the date of acceptance by City of Waterbury.

SECURITY:

City of Waterbury can neither accept nor assume responsibility for the security of the Contractor's equipment nor material, which is lost, stolen and/or vandalized. The contractor is advised to exert caution in the placement and storage of his material and equipment.

CRITICAL CHILLER PARTS:

Without critical parts, chillers will not function and therefore it is required that within 30 days of award, Contractor shall have on hand at contractor's facility the following critical repair parts for the Chillers. These parts must be stocked at the contractor's facility for the full contract term and be continually available for inspection. The parts must be physically inspected the City of Waterbury, School Inspector's Office on a quarterly basis to insure fitness for service. Contractors who are not able to display all of the listed parts at the time of inspection will be found in default of the contract and the award rescinded.

QTY.	DESCRIPTION	MFR. PART NO.
1	Local Interface Device	19XB04004001
1	PSIO Module	19XB04002601
1	Relay Module	32SM400694
1	Amplifier Module	32SM500704

QUALIFICATIONS OF BIDDER:

Bidders shall submit, with their bid, at least two (2) locations where they have rendered services on Centrifugal chillers listed in attachment A. These services must be the same as those detailed herein and rendered within the previous twelve (12) months. City of Waterbury reserves the right to verify with the locations referenced that the services performed are fully adequate to properly fulfill all phases of the work and services as required. All personnel used to provide the required services should be regularly employed by the bidder. The contractor hired shall employ only competent technicians in performing these contractual requirements. Only trained, qualified technicians who have received factory training in the maintenance, service and repair of the concerned centrifugal chillers will be utilized in the performance of this agreement. Bidders shall supply a list of two (2) such qualified technicians, with at least three (3) years of experience. All bidders shall fill-out and submit Attachment A.

GENERAL CONDITIONS

CONTRACTOR'S PERSONNEL:

The contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The contractor agrees to the service of any employee for this project whose conduct the City of Waterbury feels is detrimental to its best interest, the best interest to the public.

City of Waterbury shall have the right to request the removal of any employee for just cause.

RESTITUTION:

The contractor shall make prompt restitution to City of Waterbury for any damage to owner's property caused by contractor's employees.

ATTACHMENT A (To Waterbury Schools Service Specification)

INFORMATION SHEET FOR SERVICE MAINTENANCE FOR CENTRAL CHILLERS
AT WATERBURY SCHOOLS

List two (2) locations where your company has rendered services on a Carrier Centrifugal machine as detailed herein, and within the previous twelve (12) months.

<u>Account Name</u>	<u>Name of Contact</u>	<u>Phone #</u>	<u>Chiller S/N</u>
1. Entegris, Inc.	Devin Gleason,	203-207-9322	3497J56470
2. Kimberly Clark Coastal Technologies, CDECCA,	John Wilbur, Mile Baier,	860-355-6625 chiller s/n: 784728105 & 64519495 860-293-1990 chiller s/n: 40034	

List two (2) technicians with at least three (3) years of centrifugal chiller experience:

<u>Name</u>	<u># of Years Experience</u>	<u>Phone #</u>	<u>Location of Residence</u>
1. George O'Day	30+ years	203-395-4005	Hamden, CT
2. Steve Palmer	25+ years	860-883-4128	East Hampton, CT

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

#10

WORKSHOP: Thursday, March 1, 2018 (Chase)

BOARD MEETING: Thursday, March 15, 2018

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
V. Balsano	Crosby aud.: Tues., May 22 nd 6:00-8:30pm (CBT Talent Show) Crosby media ctr.: Tues., May 22 nd 6:30-8:00pm (ACE Orientation) Crosby café: Fridays until 6/13/18 2:00-3:30pm (Fitness class)(day change)
L. Richard	Career Academy: Wed., March 28 th 12:00-2:30pm (Medical Career Workshop)
M. Hulse	Kingsbury gym: Wed., March 21 st 5-7pm (Literacy meeting)
P. Poulter	Regan café: Thurs., March 22 nd 4:30-7:30pm (Family Literacy Night)
R. Pastore	Career Academy gym: May 1 st 2-4pm (rehearsal) and May 2 nd 2-8pm (talent show rehearsal and show)
T. King	WAMS atrium: Thurs., March 29 th 4:00-6:30pm (International Culture Night)
K. Effes	WAMS café: Wed., March 28 th 5:30-8:30pm (Family Science Night) WAMS lib.: Wed., March 21 st 5:30-8:00pm (Bullying Workshop)
N. Steck	WAMS gym, café, atrium: Sat., May 5 th 8am-1pm (Student Orientation) WAMS atrium: Wed., May 30 th 5-7pm (Annual Art Show)
L. Park-Knowles	WAMS café/atrium: Fri., March 23 rd 2:30-4:00pm (Literacy Luau)
A Edward	Tinker gym: Thurs., Mar. 22 nd 5:30-8:00pm (Science Night)
Y. Demirali	Sprague rm.: Thurs., Mar. 22 nd 5-7pm (Family Literacy Night) Sprague café: Tues., Apr. 3 rd 5-7pm (Family Art Night) Sprague/Waterville Park: Tues., May 15 th 5:00-6:30pm (Community outreach)
R. McDonald	Crosby gym: Tues. Mar. 6 th 5:45-9:00pm (Career Academy State Tournament)
Human Resources	Kennedy café: Tues., Mar. 20 th 2:00-5:00pm (Maintainer I exam)
C. Swain	Maloney café: Thurs., Mar. 15 th 6:00-8:00pm (Board of Education meeting)

Approved:

John Theriault

Robert Henry
Deputy Superintendent of Schools

FEB 20 2018

SCHOOL PERSONNEL USE ONLY

DATE: 2/23/18

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent J. Balsano

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

NAME OF SCHOOL REQUESTED: Crosby HS

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 5/22/18

FROM: 6 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

CBT Talent Show

Vincent J. Balsano
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

FEB 23 2018

DATE: 2/23/18

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent J. Balsamo

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

NAME OF SCHOOL REQUESTED: Crosby HS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Cafe/Rooms

Media Center

DATES REQUESTED: 5/22

FROM: 6:30 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

ACE Orientation

V. J. Balsamo
APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

FEB 23 2018

DATE: 2/23/18

TO: SCHOOL BUSINESS OFFICE
FROM: Vincent J. Balsamo

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

NAME OF SCHOOL REQUESTED: Crosby HS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Fridays, now until June 13, 2018, 2-3:30pm

FROM: 2 am/pm TO: 3:30 am/pm

FOR THE FOLLOWING PURPOSES:

Fiesta Fitness Class
(changed from Thursdays)

Vil
APPLICANT

Please note the following provisions:

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

FEB 21 2018

SCHOOL PERSONNEL USE ONLY

DATE:

2/16/18

TO: SCHOOL BUSINESS OFFICE

FROM:

WCA-Linda Richard

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

NAME OF SCHOOL REQUESTED:

WCA☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Café/RoomsRoom 426

DATES REQUESTED:

March 28th - PD

FROM:

12 noon am/pm

TO:

2³⁰ am/pmFOR THE FOLLOWING PURPOSES:Medical Career Teachers Statewide
1/2 Day workshop
CSOE JcpecSee attachedLinda Richard
APPLICANT

Please note the following provisions:

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

FEB 22 2018

SCHOOL PERSONNEL USE ONLY

DATE: 2/22/18

TO: SCHOOL BUSINESS OFFICE

FROM: Maria Hulse

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

NAME OF SCHOOL REQUESTED: Kingsbury

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Cafeteria/Rooms

DATES REQUESTED: March 21, 2018

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

FOR THE FOLLOWING PURPOSES:

Literacy Hour #2

M. Hulse

Please note the following provisions:

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

C:\Users\haley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\5871K53\SCHOOL reservation form.doc

Cancel PAL

P.1/1
P.1/1

TO: 8032
TO: 8032

2035736644
2035736644

SCHOOL FROM: KINGSBURY SCHOOL
JAN-30-2018 12:51P

FEB-22-2018 11:02A FROM: KINGSBURY SCHOOL

SCHOOL USE FORM

FEB 22 2018

DATE: 2/22/18

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

FROM:

Regan School
PTO/Parent Liaison

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

NAME OF SCHOOL REQUESTED:

Regan SchoolAUDITORIUM

GYMNASIUM

SWIMMING POOL

CAFETERIA

DATE(S) REQUESTED:

Thursday March 22, 2018FROM 4:30 am/pm TO 7:30 am/p

FOR THE FOLLOWING PURPOSE:

Family Book Binding Literacy Night

Patty Poulter Parent Liaison
APPLICANT

Please note the following provisions:

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

FEB - 8 2018

SCHOOL PERSONNEL USE ONLY

FEB 8, 2018

DATE: ~~May 2, 2018~~

TO: SCHOOL BUSINESS OFFICE

FROM:

WCA - Mr. Pastore

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

NAME OF SCHOOL REQUESTED: WATERBURY CAREER ACADEMY☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Café/Rooms

DATES REQUESTED:

MAY 1, MAY 2

FROM:

2

am/pm

TO:

4

am/pm

MAY 2 From 2pm

to

8 p.m

FOR THE FOLLOWING PURPOSES:

MAY 1 TALENT SHOW REHEARSALMAY 2 TALENT SHOW

RICHARD PASTORE
APPLICANT

Please note the following provisions:

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

Please give form to Nicole Steck

SCHOOL PERSONNEL USE ONLY

FEB - 3 2018

DATE: 1-23-18

TO: SCHOOL BUSINESS OFFICE

FROM: Tracy King

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Cafeteria/Rooms

AtriumDATES REQUESTED: 3-29-18FROM: 4 am/pm TO: 6:30 am/pmFOR THE FOLLOWING PURPOSES:

International Culture Night
Spanish Honor Society Fundraiser

Tracy King
APPLICANT

Please note the following provisions:

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

FEB - 5 2018

Please give form to Nicole Steck

SCHOOL PERSONNEL USE ONLY

DATE: 2/31/18

TO: SCHOOL BUSINESS OFFICE

FROM: Kim Effes

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Wednesday March 28

FROM: 5³ am/pm TO: 8³ am/pm

FOR THE FOLLOWING PURPOSES:

Family Science Night

Kim Effes
APPLICANT

Please note the following provisions:

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

FEB - 8 2018

Please give form to Nicole Steck

SCHOOL PERSONNEL USE ONLY

DATE: 2/8/18

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

☒ Library

DATES REQUESTED: 3/24/18

FROM: 5³⁰ am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

Bullying Workshop

King
APPLICANT

Please note the following provisions:

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

check

Please give form to Nicole Steck

FEB - 6 2018

SCHOOL PERSONNEL USE ONLYDATE: 2/6/18

TO: SCHOOL BUSINESS OFFICE

FROM: Nicole Steck

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms *Atrium

DATES REQUESTED: 5/5/18FROM: 8 am/pm TO: 1 am/pm

FOR THE FOLLOWING PURPOSES:

New Student Orientation
18-19 school year.

Nicole Steck
APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: 2/2/18

TO: SCHOOL BUSINESS OFFICE
FROM: Nicole Steck

NAME OF SCHOOL REQUESTED: WAMS

Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

African

DATES REQUESTED:

FROM:

5

21/1/20

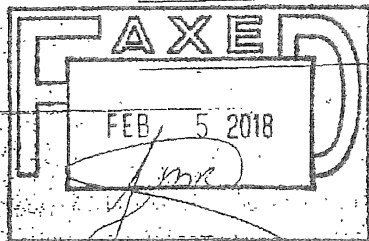
~~10:~~

am/pm

New date *

FOR THE FOLLOWING PURPOSES:

Annual Art Show



Micro South
APPLICANT

APPLICANT

Please note the following provisions:

Please note the following provisions:

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

Please give form to Nicole Steck

FEB - 1 2018

SCHOOL PERSONNEL USE ONLY

1/31/2018
for
DATE: (3/23/2018)

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS Newspaper
Lory Park-Knowles (acting advisor)

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

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

DATES REQUESTED: 3/23/2018

FROM: 2:30 am/pm pm TO: 4:00 am/pm pm

FOR THE FOLLOWING PURPOSES:

Literacy Luau - a fundraising event for the
school newspaper (Center Stage)

Center Stage
WAMS newspaper
APPLICANT
Lory Park-Knowles (acting advisor)

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

FEB 26 2018

DATE: 2/27/18

TO: SCHOOL BUSINESS OFFICE

FROM: Tinker School

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

NAME OF SCHOOL REQUESTED: B N Tinker School☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED: March 22nd - 2018FROM: 5:30

am/pm

TO: 8:00

am/pm

FOR THE FOLLOWING PURPOSES:Science Night - Jeff Dinger & Re
Science RangerAzalee Elwood
APPLICANTPlease note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

FEB 26 2018

DATE: 2/21/2018

TO: SCHOOL BUSINESS OFFICE

FROM: Victoria Demirali
Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Cafeteria/RoomsDATES REQUESTED: 3/22/2018FROM: 5:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Family Literacy Night.Victoria Demirali
APPLICANTPlease note the following provisions:When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Feb 26 2018

SCHOOL PERSONNEL USE ONLYDATE: 2/21/2018

TO: SCHOOL BUSINESS OFFICE

FROM:

Yvette Demiralp
Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☒

Cafeteria

DATES REQUESTED:

4/3/2018

FROM:

5:00

am/pm

TO:

7:00

am/pm

FOR THE FOLLOWING PURPOSES:

Family Art NightYvette Demiralp
APPLICANT

Please note the following provisions:

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

FEB 26 2018

SCHOOL PERSONNEL USE ONLYDATE: 2/21/2018

TO: SCHOOL BUSINESS OFFICE

FROM: Yolke Demirelli
Parent Liaison

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

NAME OF SCHOOL REQUESTED: Springue Elementary☐ Auditorium☐ Gymnasium☐ Swimming Pool☐ Café/RoomsWaterville Park on Thomaston Ave.DATES REQUESTED: 5/15/2018FROM: 5:00 am/pm pm TO: 6:30 am/pm pmFOR THE FOLLOWING PURPOSES:Community Outreach MeetingYolke Demirelli
APPLICANTPlease note the following provisions:When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Book

FEB 26 2018

SCHOOL PERSONNEL USE ONLY

DATE: 2-26-18

TO: SCHOOL BUSINESS OFFICE

FROM: S.M.
Ryan McDonald

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

NAME OF SCHOOL REQUESTED: CROSBY

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tues. March 6th 2018
FROM: 5⁴⁵ am/pm TO: 9 am/pm

FOR THE FOLLOWING PURPOSES:

Career Academy State
Tournament

S.M.
APPLICANT

Please note the following provisions:

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

Cancel Ballers

SCHOOL PERSONNEL USE ONLY

FEB 26 2018

DATE: February 26, 2018

TO: SCHOOL BUSINESS OFFICE

FROM: Cherrie Lamb

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

NAME OF SCHOOL REQUESTED: Kennedy High School -Cafeterias

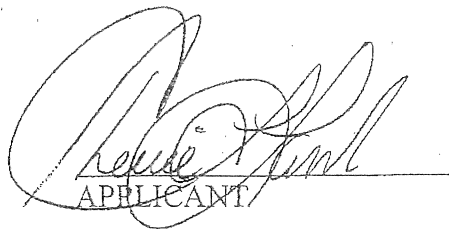
☐ Auditorium/Theater Arts ☐ Gym ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Tuesday, March 20, 2018

FROM: 2:00 pm/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

- Maintainer I written Exam
- Expecting 110 Candidates
- Exam begins at 30:00pm


APPLICANT

2/26/2018
DATE

Please note the following provisions:

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

REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

FEB 27 2018

TO: S. McCasland, School Business Office

FROM: Carrie Swain, Clerk Board of Education
(name/title) (school/department)

DATE: February 27, 2018

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

NAME OF SCHOOL REQUESTED: Maloney Magnet School Cafe

Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café ☒

Rooms ☐ _____

DATES REQUESTED:

Thursday, March 15, 2018 From: 6:00 p.m. to: 8:00 p.m.'sh

For the following purpose: Location change for BOE meeting due to a previously scheduled event at WAMS.

February 27, 2018
Date

Carrie A. Swain
Applicant's Signature

PLEASE NOTE THE FOLLOWING PROVISION: When the public is invited to an activity, police and firemen are required. These arrangements must be made in person at police and/or fire headquarters.

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Thursday, March 1, 2018 (Chase)
BOARD MEETING: Thursday, March 15, 2018

**TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
--------------	-----------------------------------

Save Girls On Fyer	Career Academy café: Sat., May 19 th 9am-4pm
Jacquee Porter	(Student Forum)

REQUESTING WAIVERS:

Hoops to Help	Reed gym: Sat., July 28 th 8am-5pm (rain date: 8/4/18)
Paul Gladding	(basketball tournament) (\$840.)
Wtby.Basketball Academy	Chase gym: Sat. 3/17/18-8/11/18 9am-11am
C. Fisher	(basketball practice/training) (\$2,520.)

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

Waterbury Knights	Kingsbury gym: 3/5/18-6/29/18 Mon, Wed, Fri. 5:45-8:30pm
S. Clements	(cheerleading practice)
Congresswoman Eliz. Esty	Career Academy café: Mon., May 14 th 2:30-9:00pm
C. Pen	(congressional convention)
Wtby.Basketball Academy	Chase gym: Mon. and Fri. 6:00-8:30pm (basketball practice)
C. Fisher	
Post University	WSMS parking lot: Sat., May 12 th 8am-6pm
Pat Ford	(additional parking for their graduation ceremony/parking lot only)
Rep. Stephanie Cummings	Crosby media ctr.: Tues., Feb. 27 th 6-8pm
A McMann	(meeting on personal safety awareness)

MONIES COLLECTED TO DATE:

\$ 31,904.75

Approved:

John Theriault

Robert Henry
Deputy Superintendent of Schools

These activities are completed and have been billed:

Dance Expressions

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

CONTRACT# FEB 23 2018

APPLICANT Jacquée Porter NAME OF ORGANIZATION Save Girls On FYER
ADDRESS 276 Highland Ave Wtby, CT. 06708 TELEPHONE # (203) 260-0734
(street) (city) (state) (zip code)
SCHOOL REQUESTED WCA DATES 5/19/18 Saturday ROOM(S) CAFE/Atrium
OPENING TIME 9am CLOSING TIME 4pm PURPOSE Student Forum
ADMISSION (if any) Event is Free CHARGE TO BE DEVOTED TO N/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 50
SIGNATURE OF APPLICANT Jacquée Porter DATE 2/23/2018

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Jacquée Porter, 276 Highland Ave Wtby, CT. 06708, (203) 260-0734

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

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

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

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

CONTRACT# FEB - 8 2018

APPLICANT paul gladding NAME OF ORGANIZATION Hoop to Help

ADDRESS 12 hewlett st TELEPHONE #
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES 7-28 rain date 8-4 ROOM(S) gym

OPENING TIME 8am CLOSING TIME 5pm PURPOSE basketball tournament

ADMISSION (if any) donation CHARGE TO BE DEVOTED TO bookbags and school supplies

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 50

SIGNATURE OF APPLICANT paul gladding paul gladding DATE 2-7-16

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

Paul Gladding

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$45/hr plus 1 hr service per visit

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 250 INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

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

APPLICANT/ORGANIZATION: Community Tabernacle (hoop to help)

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: gym

DATE(S): 7-28

TIMES: 8am -5pm

DATE(S): rain date 8-4

TIMES: 8am 5pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

2-7-18

Date

paul gladding

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 840.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: _____

Clerk, Board of Education

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

CONTRACT# FEB - 5 2018

APPLICANT Christopher Fisher NAME OF ORGANIZATION WTRB Basketball Academy
ADDRESS 41 Buckland drive, WTRB, CT, 06704 TELEPHONE # 203-982-4679
(street) (city) (state) (zip code)
SCHOOL REQUESTED Chase DATES 3-12-18/8-13-18 ROOM(S) Room
OPENING TIME 9 AM CLOSING TIME 11 AM PURPOSE Basketball training
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 5 High School, College
SIGNATURE OF APPLICANT Ch DATE 1/30/18

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

(SAME)

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$2,520)

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ 250 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EAC.
DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE —

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Saturday
3-17-18
TO
8-11-18
9-11 AM

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

APPLICANT/ORGANIZATION: WTBY Basketball Academy

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Chase

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

2/10/18

Date

Chris F.

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: _____

Clerk, Board of Education

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

CONTRACT#

JAN 26 2018

APPLICANT Sherryquoya Clements NAME OF ORGANIZATION Withy Knights
ADDRESS 129 Washington St 2nd Fl Wbny CT TELEPHONE # 203-819-3766
(street) (city) (state) (zip code) 06706
SCHOOL REQUESTED Kingsbury DATES Mon - Wed. Fri ROOM(S) Gym
OPENING TIME 545 CLOSING TIME 830 PURPOSE Cheerleading
ADMISSION (if any) Q CHARGE TO BE DEVOTED TO Q
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 8-15
SIGNATURE OF APPLICANT Sherryquoya Clements DATE 1/26/18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

* 3/21 + 3/28
NOT available

FEB 4 2 2018

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

CONTRACT#

APPLICANT Christina Pen NAME OF ORGANIZATION Friends of Elizabeth Esdy
ADDRESS P.O. Box 61 Cheshire CT 06410 TELEPHONE # 860-614-5049
(street) (city) (state) (zip code)
SCHOOL REQUESTED Waterbury Career Academy DATES 05/14/18 ROOM(S) Cafe
OPENING TIME 2:30 PM CLOSING TIME 9:00 PM PURPOSE CT Congressional Convention
ADMISSION (if any) \$0 CHARGE TO BE DEVOTED TO \$0
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 0
SIGNATURE OF APPLICANT Christina Pen DATE 2/9/18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____
SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-6210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

OK -

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

CONTRACT# FEB - 5 2018

APPLICANT Christopher Fisher NAME OF ORGANIZATION WTBsy Basketball Academy
ADDRESS 41 Buckland drive, WTBsy, CT, 06704 TELEPHONE # 203-982-4679
(street) (city) (state) (zip code)
SCHOOL REQUESTED Chase DATES 3-12-18/8-13-18 ROOM(S) Gym
OPENING TIME 6:00 CLOSING TIME 8:30 pm PURPOSE Basketball Training
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 5 High School, College
SIGNATURE OF APPLICANT Ch DATE 1/30/18

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

(Same)

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 2500 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Monday
and
Friday 30
6-8*

FEB 14 2018

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

CONTRACT#

Book

APPLICANT PAT FORD NAME OF ORGANIZATION POST UNIVERSITY
ADDRESS 800 COUNTRY CLUB RD, WATERBURY TELEPHONE # 203-596-4594
(street) (city) (state) (zip code)
SCHOOL REQUESTED WESTSIDE MIDDLE SCHOOL DATES SAT. MAY 13, 2018 ROOM(S) _____
OPENING TIME 8:00 AM CLOSING TIME 6:00 PM PURPOSE USE OF PARKING LOT
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO GRADUATION EVENT
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 2-14-18
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

WILLIAM R. DAVIS FACILITIES MGR
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL) 203-596-4660

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Saturday
May 12
8:00 - 6:00 PM
parking
lot
only*

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

CONTRACT#

FEB 15 2018

APPLICANT Rep. Stephanie Cummings NAME OF ORGANIZATION State of CT
Waterbury Police Dept.
 ADDRESS 300 Capitol Ave Hartford CT 06106 TELEPHONE # 860-240-0752
 (street) (city) (state) (zip code)
 SCHOOL REQUESTED Crosby DATES Feb 27 2018 ROOM(S) Media Center
 OPENING TIME 6:00p CLOSING TIME 8:00p PURPOSE Personal Safety Awareness
 ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A
 APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-25 CHILDREN N/A
 SIGNATURE OF APPLICANT Shelley McManis DATE 2/15/18
 PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

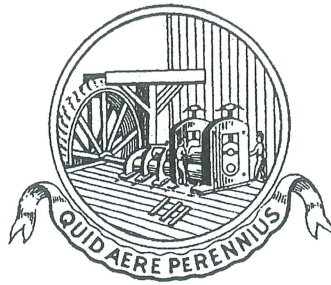
Pink-Principal

Blue-Custodian

Communications



Packet week ending 2/27/18



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 30, 2018

Maria Talbot
69 Crestwood Ave.
Waterbury, CT 06704

Dear Ms. Talbot:

We are pleased to receive your acceptance of our offer of employment for the position of Lunch Aide @ Sprague Elementary School for the Department of Education – Food Service (Requisition #2018343) at \$10.45 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Wednesday, January 31, 2018 at 11:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 1, 2018 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these documents.

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

We look forward to working with you.

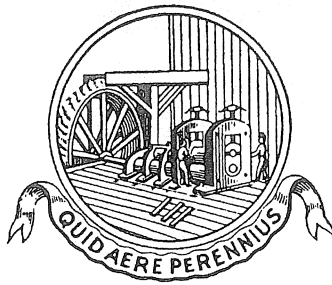
Again, welcome to the City of Waterbury.

Sincerely,


Scott Morgan
Director of Human Resources

SM/sd

cc: Board of Education
Robert Henry, Dep. Supt. of Schools
Linda Franzese, Food Serv. Director
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 12, 2018

Alison Gracy
1170 Old Northfield Rd.
Thomaston, CT 06787

Dear Ms. Gracy:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2018275) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday (date to be determined) at 9:15 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 12, 2018 at your regular scheduled time.

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

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

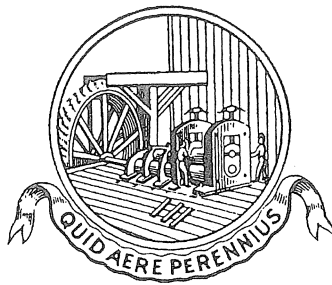
Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resources Generalist
CSF/sd

cc: Board of Education
Robert Henry, Dep. Supt. of Schools
Melissa Baldwin, Director of Spec Educ
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 12, 2018

Yolanda Robalino
123 Laurie Place
Waterbury, CT 06704

Dear Ms. Robalino:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2018189) at \$16.36 per hour. Please contact Melissa Baldwin, Director of Special Education at (203) 574-8017 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday (date to be determined) at 9:15 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 12, 2018 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Carlyne St. Felix
Human Resources Generalist
CSF/sd

cc: Board of Education
Robert Henry, Dep. Supt. of Schools
Melissa Baldwin, Director of Spec Educ
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

February 13, 2018

Vincent Piccochi, Jr.
66 Chipman St.
Waterbury, CT 06708

Dear Mr. Piccochi, Jr.:

This is to confirm your transfer from the Department of Public Works – Parks to the Department of Education in the same classification has been approved.

Your rate of pay as a Maintainer I (REQ#2017719) will remain the same. Your start date was January 4, 2018.

I hope that you are happy in your new assignment.

Sincerely,

Scott Morgan
Director of Human Resources

SM/sd

cc: Board of Education
Robert Henry, Dep. Supt. of Schools
Shannon Sullivan, School Inspector
File

Carrie Swain

From: ELIZABETH BROWN
Sent: Friday, February 16, 2018 10:29 AM
To: 1 Board of Ed; Carrie Swain
Subject: Fwd: CABA Policy Highlights 2-16-18
Attachments: February 16 2018.pdf; ATT00001.htm

CABA policy update, best Liz

Sent from my iPhone

Begin forwarded message:

From: Theresa DeMars <CABA@embrams-mail.com>
Date: February 16, 2018 at 7:00:06 AM EST
To: <ebrown@waterbury.k12.ct.us>
Subject: CABA Policy Highlights 2-16-18
Reply-To: <tdemars@cabe.org>

EXTERNAL MAIL



Hello,

Attached you will find *CABA's Policy Highlights Publication* for **February 16, 2018**. Policy Highlights are designed to contain informative topics of interest for your district.

Please feel free to contact the Policy Department at 860-571-7446 with any questions or concerns.

The publication is attached as a PDF file. You will need Adobe Acrobat Reader which is available by [clicking here](#).

To unsubscribe to this publication, please email Terry DeMars at tdemars@cabe.org and state that you would like to unsubscribe from Policy Highlights.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, CT 06109



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

February 16, 2018

Volume 17 – Issue #17

Report: Reduced Teen Sexual Activity: The Centers for Disease Control, and Prevention (CDC) in a report released in January indicated that “the number of high-school teens who are having sex dropped markedly over a decade.” This trend also includes substantial declines among younger students, African-Americans and Hispanics. The CDC data indicated steep declines in the past two years representing ongoing progress in the reduction of risky behaviors by teenagers. According to public health surveys the number of teenagers who are becoming pregnant, smoking, drinking alcohol and using marijuana is at lower rates than previously.

The rate of high-school students who have had sex dropped to 41.2% in 2015 from 46.8% in 2005, according to the CDC study in the agency’s Morbidity and Mortality Weekly Report. The findings, based on National Youth Risk Behavior Survey data involving ninth-to-12th-grade students in 29 states. The vast majority of the decline occurred between 2013 and 2015.

“Early initiation of sexual activity is associated with having more sexual partners, not using condoms, sexually transmitted infection and pregnancy during adolescence,” the report noted. It called the falling rate of sexual activity among 9th- and 10th-graders “especially encouraging.”

According to the researchers the trend could not be attributed “directly to any specific intervention,” but experts have previously cited a number of factors, most importantly access in school and online to straightforward information about sex and contraception.

Laura Lindberg, principal research scientist at the Guttmacher Institute, a nonprofit organization that studies reproductive rights and health, indicated that the finding that ninth- and 10th-graders are delaying sexual initiation is a welcome development that most likely results from the end of federally funded school programs that taught abstinence until marriage. In 2010, she said, the Obama administration replaced that curriculum with “medically accurate” information about sex and contraception. However, the current administration has cut funding by more than \$200 million for groups across the United States that work to prevent teenage pregnancy.

“The big takeaway for me here is that even with the observed delay in sex, by the time they graduate high school, it’s still the case that more than half of students have had sex,” Lindberg said. “So we need to do what we can to encourage delay and support healthy choices” when teens begin having sex, she said.

One of the study's authors, Kathleen A. Ethier, director of the CDC's division of adolescent and school health, said in a statement that "we do know that sexual risk, substance use and other behaviors have common risk and protective factors, and that youth development approaches, parental monitoring and connectedness are protective across these behaviors and experiences."

Source: "Fewer Teens are Having Sex as Declines in Risky Behaviors Continue," by Lenny Bernstein, *The Washington Post*, January 4, 2017.

Policy Implications: Addressing health and well-being is critical in providing a foundation for Connecticut's children to be ready to learn. Healthy children make better students and better students make healthy communities. Reducing the disparities in education and health remains one of the major challenges facing the education and public health communities in Connecticut. Health issues are contributing factors in loss of instructional time resulting from absenteeism, dropout rates and chronic illness (CSDE, 2012). A well-rounded education including a comprehensive health education program must address these challenges and meet the needs of the whole child including a student's physical, social and emotional development.

A comprehensive health education program provides young people with the knowledge and skills needed to take responsibility for their health and adopt health-enhancing attitudes and behaviors to become successful learners and healthy and productive adults. Sexual health education is a vital component of such a program and is essential to a students' healthy development. This instruction provides students with the opportunity to acquire knowledge and develop skills that support a healthy lifestyle and encourage healthy and informed behaviors.

According to the Centers for Disease Control and Prevention Division of Adolescent and School Health (CDC/DASH, 2013), sexual health education programs should be medically accurate; consistent with scientific evidence; tailored to students' contexts and the needs and educational practices of communities; and should use effective classroom instructional methods.

Policy is a proactive way of addressing the health and wellness of students. There are many important topics regarding sexual health education in the school setting. These may include, but are not limited to addressing age- and developmentally-appropriate content such as human sexuality, birth control, the use of condoms, pregnancy prevention, sexual orientation, gender identity, and HIV/STD prevention.

A new policy, #6142.111, "Sexual Health Education," has been developed and is available upon request for your consideration. This is considered a recommended "good practice" policy for inclusion in a district's policy manual.

In addition, many resources are available on this topic. Such resources will prove helpful in the recommendation for a k-12 planned, ongoing, systematic sexual health education program that is developmentally appropriate, medical accurate, culturally inclusive and meets the needs of all students.

Military Recruiters-Parent Opt-Out Provisions under the ESSA: The federal Every Student Succeeds Act (ESSA) which replaced the No Child Left Behind Act altered the federal law on access to student information by military recruiters. The student information for purposes of this law is the student's name, address, and telephone listing. The ESSA does not require disclosure of what might be considered directory information under FERPA beyond the three items listed above.

Schools are required to give the same access to military recruiters with respect to student information that it does to higher education institution representatives and prospective employers unless the student's parent/guardian opts out of this requirement. A parent/guardian may make a written request that their student's information not be given to military recruiters. Schools are required to give notice of the parent's option to make this request.

The ESSA prohibits school districts from withholding the information from military recruiters by implementing an opt-out process or any other process that is contrary to the written opt-out request provided for in the law. As indicated, the law requires the information to be given to military recruiters unless the parent makes a written request that complies with the law. The local district cannot create any other process for the parents to opt-out other than the one required by the law. In addition, a board of education cannot adopt a policy prohibiting access by military recruiters to the student information. School administrators and other school employees are also prohibited from denying military recruiters access to the student information.

Policy Implications: Connecticut, through C.G.S. 10-221b, has provided that boards of education must adopt policies that provide for the same on-campus recruiting opportunities and access to directory information as are provided to nonmilitary recruiters or commercial concerns. "Directory information" is defined as information that would not normally be considered private; but boards of education, through policy language, must decide for themselves which precise categories of information to designate as "directory information." The federal Family Educational Rights and Privacy Act, commonly referred to as FERPA, provides that student information must be kept confidential. FERPA permits, but does not require, school districts to designate certain information as directory information.

That which a board has specified as directory information, either in its student records policy or in a separate policy pertaining to directory information, may be disclosed without parental or student consent (18 years of age or older) provided that the board has annually notified parents and such students they may object to disclosure of directory information, and upon objection, such information may not be disclosed.

The "Every Student Succeeds Act (ESSA)" of 2015 mirrors the Connecticut law requiring equal access for military recruiters, with an important difference. Under FERPA, the decision regarding the release of directory information was left up to the board of education and such information had to be disclosed to military recruiters only if the board of education decided to release directory information to others. This federal legislation requires boards of education to provide military recruiters with directory information limited to students' names, addresses and telephone listings, **unless** parents specifically object, in writing.

When a student has attained 18 years of age, the permission or consent required of and the right accorded to the student's parents shall only be required of and accorded to the student. Therefore, schools should notify students of their rights under this law (ESSA) when they turn 18 years old. This will apply mostly to seniors. It is recommended that the required notice be provided to both senior students and their parents at the beginning of their senior year.

Federal legislation requires that districts provide military recruiters the same access to high school students that is generally provided to post-secondary educational institutions or prospective employers. Parental consent for accessing students is not required. In response to the requirements of the National Defense Authorization Act and the Every Student Succeeds Act, CAFE has amended policy #5145.14 "On-Campus Recruitment," policy #5145.15 "Directory Information" and the form used to deny permission.